

STATE OF SOUTH CAROLINA  
In the Supreme Court

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SEP 17 2018

APPEAL FROM RICHLAND COUNTY  
Family Court  
Peter R. Nuessle, Family Court Judge

---

S.C. SUPREME COURT

Case No. 2013-DR-32-352  
Appellate Case No. 2015-002426

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Kenneth M. Shufelt,

Respondent,

v.

Janet R. Shufelt,

Petitioner

---

APPENDIX

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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM LEXINGTON COUNTY  
Family Court

Peter Nuessle, Family Court Judge

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Appellate Case No. 2015-002426  
Trial Court Case No. 2013-DR-32-352

---

Kenneth M. Shufelt

Appellant,

v.

Janet R. Shufelt

Respondent,

---

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

2015 APR 27

IN THE FAMILY COURT  
ELEVENTH JUDICIAL CIRCUIT  
CASE NO. 2013-DR-32-352

KENNETH M. SHUFELT, )  
PLAINTIFF, )  
VS. )  
JANET R. SHUFELT, )  
DEFENDANT. )

FINAL ORDER  
AND DECREE OF DIVORCE

**COPY**  
**CE**

HEARING DATE: March 12, 2015  
PRESIDING JUDGE: THE HONORABLE PETER R. NUESSELE  
PLAINTIFF ATTORNEY: JOHN CHEATHAM  
DEFENDANT ATTORNEY: SANDRA DOOLEY PARKER  
COURT REPORTER:

This action was commenced by the filing of a Summons, Complaint on February 13, 2013. The Defendant was properly served as evidenced by the Affidavit of Service filed with the Court. Defendant filed her Answer and counterclaim.

Present in the Courtroom were Plaintiff with his attorney, John Cheatham, and the Defendant with her attorney, Sandra Dooley Parker. Counsel for the Plaintiff moved to supplement his pleadings to request a divorce based on a continuous one (1) year separation, without objection from the Defendant. Each party submitted financial declarations to the Court.

After careful review of the matters of record before the Court, including financial declarations testimony of the parties and witnesses, arguments of counsel, and all other evidence, the Court makes the following findings of fact and conclusions of law.

1. I find that the Plaintiff currently resides in Rhode Island and the Defendant is a citizen and resident of the County of Lexington, and has lived here for more than one (1) year prior to the filing

*PK*

of this action.

2. I find that parties are husband and wife having been married to each other on February 15, 2005 and last lived together as husband and wife in the County of Lexington. No children have been born of this marriage and none is expected.

3. I find that the Plaintiff vacated the marital home on or about December 24, 2012 and the parties have lived separate and apart since that date. The Defendant has had exclusive use and possession of the marital home since the date of separation.

4. Based on the foregoing, the Court has jurisdiction over this action and the parties hereto, and the venue is proper.

#### EQUITABLE DIVISION

5. I find that the marital home located at 124 Howe Street, West Columbia, S.C. 29170 has an approximate value of \$163,470.00 and a mortgage balance of approximately \$100,000.00, which results in an approximate equity of \$63,470.00. I find that Defendant shall have the sole use, possession and ownership of said marital residence. Within fourteen (14) days after this Order is signed, the Plaintiff will convey all of his right, title and interest into the marital home to the Defendant. Defendant shall bear the expense of deed preparation and forward same to counsel for the Plaintiff for execution.

6. I find that the Defendant shall be responsible for the timely payment of the mortgage, taxes and insurance on the marital residence, and shall further make a diligent effort to refinance the mortgage within one (1) year from the date of this Order, so to release the Plaintiff from all indebtedness associated with the marital home.

7. I find that based on the duration of the marriage, the contributions of the parties and the

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other statutory elements of equitable division, I find that the marital estate shall be divided equally (50-50) between the parties.

8. I find that the Plaintiff is entitled to use, possession and ownership of the 2013 Prius, with an approximate value of \$30,000.00 and the Defendant shall be entitled to use and possession of the 2005 Chevrolet Maxima, with an approximate value of \$3,000.00. Each party shall be responsible for taxes, insurance and maintenance associated with their respective vehicles. Each party will cooperate with the other and execute any documentation necessary so that each party has title to their respective vehicle.

9. I find that each party shall be responsible for payment of their respective cell phone bill. The parties will cooperate with each other if necessary to execute documentation to separate the current cell phone plan.

10. I find that the Plaintiff shall be entitled to his personal property located within the marital home and shall retrieve his personal property on a date and time mutually agreeable to the parties. The Plaintiff's personal property consists of his clothing, a diamond watch, his mother's diamond, motorcycle, tools and equipment located in the workshop, stamp/coin collection, for a combined estimated value of approximately \$10,000.00. The Defendant shall be entitled to the remaining personal property and furnishings located in the marital home and further entitled to the lawn mower and 2 ladders located in the workshop, and the four (4) pets, for a combined estimated value of approximately \$10,000.00

11. I find that the Defendant shall be entitled to retain her 401K with Great West Retirement Services (Account # 6372881) with a balance of \$72,068.95, as of the date of filing.

12. I find the Plaintiff has three (3) retirement accounts, as follows: Franklin Templeton (account # 90227240493) with a balance of \$ 237,761.41 as of the date of filing, Franklin Templeton.

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(account #9022724493) with a balance of \$ 3,487.39, as of the date of filing, and a 401K through his employer, known as the Intelligrated (T. Rowe Price) account, with a approximate balance of \$ 260,161.15 as of the date of filing. I find that the Plaintiff testified that a portion of the three (3) retirement accounts were non-marital due to the fact the Plaintiff made contributions to the accounts prior to the marriage to the Defendant, although the Plaintiff could not provide to the Court the amount of the accounts that were marital and the amount that was non-marital. The Plaintiff's financial declaration reflects that the Plaintiff contributes \$2,100.00 per month into his 410K, (Intelligrated - T. Rowe Price) account. I find that due to no evidence to the contrary, all three (3) of these accounts are part of the marital estate, to be equitably divided between the parties.

13. I find that the parties have a variable annuity known as the Lincoln account (Account # 924470008 non-qualified) which has an approximate balance of \$148,901.75 as of the date of filing. I find that this account accumulated during the marriage and is a marital asset, as the result of a Certificate of Deposit made payable to both of the parties from the estate of Lyle Shufelt.

14. I find that the parties have a BB&T IRA (account # 7410000055874), titled jointly, with a balance of \$18,500.00 as of the date of filing, and the Plaintiff had a BB&T savings account with an approximate balance of \$6,500.00, as of the date of filing. I find both of these accounts are marital assets, subject to equitable division.

15. I find that combining the above referenced assets, the marital estate has a value of approximately \$863,850.65, with each party being entitled to 50% of the marital estate, which is \$431,925.32 each. I find that the marital estate consists of the equity in the marital home, the Defendant's 401K, personal property/furniture, the 2013 Prius, 2005 Chevrolet Maxima, the two (2) Franklin Templeton accounts, the Lincoln account, the Intelligrated 401K retirement account, the BB&T IRA and the BB&T Savings account. As an equitable division of the marital estate, I find that

the Defendant shall be entitled to the marital home, with equity in the amount of \$63,470.00; her 401K, with a balance of \$72,068.95; her personal property in the marital home valued at \$10,000.00 and her car valued at \$3,000.00. In addition, the Plaintiff shall pay to the Defendant the sum of \$283,386.37. Said payment shall be accomplished utilizing a QDRO, with both parties paying equally for the drafting of same by Stan Buetler, Esquire.

#### ALIMONY

16. I find that the Plaintiff's income far exceeds that of the Defendant and based on the disparity of income, duration of marriage, the need and expenses of the Defendant and the remaining statutory elements of alimony, I find that the Plaintiff shall pay to the Defendant the sum of \$500.00 per month as permanent periodic alimony, commencing April 1, 2015.

#### ATTORNEY FEES

17. I find that the Plaintiff shall pay the Defendant's attorneys fees in the amount of \$13,790.00 directly to Sandra Dooley Parker at 218 East Main Street, Lexington, S.C. 29072, within thirty (30) days of this Order.

#### MEDICAL INSURANCE

18. I find that the Plaintiff has had the Defendant insured under his medical insurance plan offered through his employer and that without said insurance coverage, the Defendant will be without medical insurance. I find that the Plaintiff shall continue to insure the Defendant through a COBRA plan for medical insurance until such time as she can obtain medical insurance through her employer or for a term of six (6) months, whichever occurs first.

#### MAIDEN NAME OF DEFENDANT

19. I find that the Defendant is entitled to resume the use of her maiden name of Janet M. Renoni and in doing so she is not attempting to defraud creditors or avoid criminal prosecution.

MUTUAL RESTRAINING ORDER

20. I find that the parties are mutually restrained from harassing, coming about or bothering the other party.

2014 APR 27  
BETH A. ...  
CLEER ...  
LEXINGTON

DIVORCE

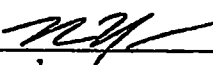
21. I find that the parties have been living separate and apart for a period of at least one (1) year and I find that the Plaintiff is entitled to a divorce, *a vinculo matrimonii*, on the grounds of a continuous one (1) year separation.

NOW, THEREFORE, based upon the foregoing it is ORDERED that the findings of this Court as set forth herein above be and hereby are, made into a Final Order of this Court.

IT IS FURTHER ORDERED that the Plaintiff is granted a divorce from the Defendant on the statutory grounds of a continuous one year separation.

AND IT IS SO ORDERED.

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\_\_\_\_\_  
Peter R. Nuessle  
Presiding Judge, Family Court  
Eleventh Judicial Circuit

AIKEN  
Lexington, S.C.  
APRIL 22, 2015

FILED


STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )  
KENNETH M. SHUFELT, )  
PLAINTIFF, )  
VS. )  
JANET R. SHUFELT, )  
DEFENDANT. )

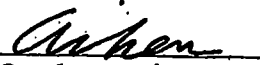
26 AM 9:40  
BETH A. CARRIGG  
CLERK OF COURT  
LEXINGTON SC

IN THE FAMILY COURT  
ELEVENTH JUDICIAL CIRCUIT  
CASE NO. 2013-DR-32-352

ORDER DENYING PLAINTIFF'S  
MOTION TO RECONSIDER,  
ALTER OR AMEND FINAL ORDER AND DECREE  
OF DIVORCE OR TO GRANT A NEW TRIAL

This Court issued a Final Order and Decree of Divorce on April 22, 2015, in this action. The Plaintiff, by and through his attorney John Cheatham, Esquire, filed a Motion to Reconsider, Alter or Amend the Final Order and Decree of Divorce or to Grant a New Hearing on May 12, 2015. Defendant, by and through her attorney, Sandra Dooley Parker, Esquire, filed a Return To Motion on May 21, 2015. A hearing was scheduled on September 16, 2015 wherein attorney for the Plaintiff, the Defendant and attorney for the Defendant were present. Based on the Court's review of Plaintiff's Motion, Defendant's Return to Motion and oral arguments from counsel for each party, it is Ordered that the Plaintiff's Motion to Reconsider, Alter or Amend Final order and Decree of Divorce or to Grant a New Trial is Denied and the prior ruling is reaffirmed.

  
Peter R. Nuessle  
Presiding Family Court Judge  
Eleventh Judicial Circuit

  
South Carolina  
October 21, 2015

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF LEXINGTON )  
 )  
 KENNETH M. SHUFELT, )  
 )  
 PLAINTIFF, )  
 )  
 VS )  
 )  
 JANET R. SHUFELT, )  
 )  
 DEFENDANT. )

**FILED**  
 IN THE FAMILY COURT  
 ELEVENTH JUDICIAL CIRCUIT

2015 MAY 12 P 3: 29  
 CASE NO. 2013-DR-32-352

BETH A. CARRIGG  
 CLERK OF COURT  
 LEXINGTON SC

**NOTICE OF MOTION AND MOTION TO  
 RECONSIDER, ALTER, OR AMEND  
 FINAL ORDER AND DECREE OF  
 DIVORCE OR TO GRANT A NEW  
 TRIAL**

TO THE DEFENDANT AND HER ATTORNEY SANDRA DOOLEY PARKER:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, through the undersigned, will move before the HONORABLE PETER R. NUESSELE, Judge of the Family Court, at the MHW-Lexington County Judicial Center or such other designated place, at such time as is set by the Court for a Reconsideration, alteration, and/or amendment of the Court's Order of April 22, 2015, filed April 27, 2015, mailed April 27, 2015, and which was received by Plaintiff's attorney on April 29, 2015. Alternatively, Plaintiff moves for a New Trial.

A copy Judge Nuessle's order is attached and incorporated by reference.

As to the entire Order, Plaintiff submits that the Court erred in failing to comply with Rule 26 of the SCFCR, which provides, *inter alia*:

**ORDERS (a) Findings of Fact.** An order or judgment pursuant to an adjudication in a domestic relations case shall set forth the specific findings of fact and conclusions of law to support the court's decision.

1. The Court erred in failing to make specific findings of fact and conclusions of law to

support any of its decisions, and thus failed to comply with Rule 26 of the South Carolina Family Court Rules, which requires specific findings and conclusions to support the Court's decision.

2. The Court erred in failing to make specific findings of fact and conclusions of law in paragraphs 8 through 21 of its Order to support any of its decisions, and thus failed to comply with Rule 26 of the South Carolina Family Court Rules, which requires specific findings and specific conclusions to support the Court's decision.

3. The Court erred in finding that the Plaintiff vacated the marital home on or about December 24, 2012 and the parties have lived separate and apart since that date; the error being that the evidenced supported Plaintiff's claim that he had resided in said home in 2012 and 2013.

4. The Court erred in deciding the Defendant has had exclusive use and possession of the marital home since 2012; the error being that the Plaintiff has continuously contributed to the house expenses since that date.

5. The Court erred in deciding it has jurisdiction over this action and the parties hereto, and the venue is proper as to a divorce; the error being that the final decree does not verify that the trial Judge made an attempt to reconcile the parties, and such attempt was unavailing as required by "SECTION 20-3-90. Attempt at reconciliation." and thus no divorce can be granted by said Order.

6. The Court erred in deciding the Defendant shall have the sole use, possession and ownership of said marital residence; the error being there are no finding and conclusion as to support said decision.

7. The Court erred in deciding the Plaintiff shall convey his interest in the marital residence to Defendant, the error being there are no findings and conclusions to support same.

8. The Court erred in deciding that within fourteen (14) days after this Order is signed, the Plaintiff will convey all of his right, title and interest in the marital home to the Defendant; the error being that there is no evidence to substantiate such finding.

9. The Court erred in deciding that the Defendant shall be responsible for the timely payment of the mortgage, taxes and insurance on the marital residence, and shall further make a diligent effort to refinance the mortgage within one (1) year from the date of this Order; the error being the Court did not establish any definite date by which such should be accomplished and thus ruled it could be remain in the Plaintiff's name for an undetermined period of time.

10. The Court erred in deciding that the Defendant could leave the marital residence in the name of the Plaintiff, the error being that there are no findings and conclusions to support same.

11. The Court erred in failing to set a definite date by which the Plaintiff would be released from all indebtedness associated with the marital home; the error being that the Plaintiff is entitled to a definite date to be released from his obligation on said marital debt.

12. The Court erred in failing to set a definite date by which the Plaintiff would be released from all indebtedness associated with the marital home; the error being that such leaves the mortgage in Plaintiff's name and thus Plaintiff could have to pay such payments to protect his credit if Defendant fails to make same.

13. The Court erred in making a 50/50 split of the marital property; the error

being that such decision is not supported by specific findings and specific conclusions as required by SCFCR Rule 26.

14. The Court erred in finding the duration of the marriage, the contributions of the parties and the other statutory elements of equitable division supported its decision that the marital estate shall be divided equally (50-50) between the parties; the error being that such decision is not supported by specific findings and specific conclusions as required by Rule 26 of the SCFCR.

15. The Court erred in ruling the Defendant should have the parties' four (4) pets; the error being the Court ruled at the Hearing that it did not rule upon pets.

16. The Court erred in ruling the Defendant should have the parties' four (4) pets, the error being that such was not supported by specific findings of fact and specific conclusions as required by Rule 26 of the SCFCR.

17. The Court erred in deciding the Defendant shall be entitled to retain her 401k with Great West Retirement Services (Account # 6372881) with a balance of \$72,068.95, as of the date of filing; the error being that there are no specific findings or conclusions to support same.

18. The Court erred in deciding Plaintiff's three (3) retirement accounts were all marital property; the error being there were no findings of fact or conclusions that Plaintiff was not being truthful in his testimony.

19. The Court erred in deciding Plaintiff's three (3) retirement accounts were all marital property; the error being there is no evidence in the record to support same.

20. The court erred in deciding the Plaintiff did not provide to the Court the amount of the accounts that were marital and the amount that was non-marital; the error being that there

were no findings or conclusions to support same.

21. The court erred in deciding the Plaintiff did not provide to the Court the amount of the accounts that were marital and the amount that was non-marital, the error being that the Plaintiff introduced evidence to substantiate the amount Plaintiff had on deposit at the time of his marriage.

22. The Court erred in considering and deciding the Plaintiff's financial declaration reflects that the Plaintiff contributes \$2,100.00 per month into his 401k, (Intelligrated - T. Rowe Price) account; the error being that such has no effect upon what the value of the Plaintiff's retirement as of the date of filing.

23. The Court erred in deciding that the total of all three (3) of Plaintiff's accounts are part of the marital estate, to be equitably divided between the parties; the error being that such is not supported by specific findings and specific conclusions that should have been detailed by the Court.

24. The Court erred in not giving the Plaintiff an offset credit for some or all of the monies he used to make improvements upon the marital residence; the error being that Plaintiff testified that such monies were withdrawn from his non-marital retirement accounts.

25 The Court erred in deciding the marital estate has a value of approximately \$863,850.65; the error being that was not substantiated by any findings or conclusions by the Court.

26. The Court erred in deciding the marital estate has a value of approximately \$863,850.65; the error being that the Court did not properly calculate the marital assets from the

evidence in the record.

27. The Court erred in deciding the marital estate has a value of approximately \$863,850.65; the error being that such double counted certain assets in the marital estate.

28. The Court erred in deciding the marital estate has a value of approximately \$863,850.65, the error being that such included assets that were not marital assets.

29. The Court erred in deciding that each party was entitled to \$431,925.32; the error being that such is not supported by any findings and conclusions by the Court.

30. The Court erred in deciding that each party was entitled to \$431,925.32 from the marital estate; the error being that no evidence in the record supports such a decision.

31. The Court erred in finding that each party is entitled to 50% of the marital estate; the error being that such is not supported by a consideration of the factors listed in SCC section 20-3-620

32. The Court erred in its division of the marital estate; the error being that the marital estate was miscalculated based upon the evidence in the record.

33. The Court erred in its decision to award to the Defendant the marital home, with equity in the amount of \$63,470.00; the error being that such is not supported by proper findings and conclusions.

34. The Court erred in awarding Plaintiff her 401K, with a balance of \$72,068.9; the error being that such is not support by any findings and conclusions in the record.

35. The Court erred in deciding that the Plaintiff shall pay to the Defendant the sum of \$283,386.37 as a division of marital property; the error being that such is not supported by findings and conclusions in the Order.

36. The Court erred in its decision to require the parties to utilize a QDRO in making its division; the error being that a QDRO is not needed as to every account the parties will divide.

37. The Court erred in deciding that both parties shall pay equally for the drafting of a QDRO by Stan Buetler, Esquire; the error being that such exceeds the relief requested by the parties.

38. The Court erred in deciding that the Plaintiff's income far exceeds that of the Defendant; the error being that there are no findings and conclusions by the Court to support such.

39. The Court erred in deciding that alimony should be ordered in an 8 year marriage; the error being that the Court did not make any findings and conclusions required by SCC section 20-3-130 ( C ).

40. The Court erred in deciding the need and expenses of the Defendant warrant alimony; the error being that the Defendant could not substantiate what was listed on her Family Court Financial Declaration.

41. The Court erred in deciding the need and expenses of the Defendant warrant permanent alimony; the error being that the Defendant is retiring shortly, and her retirement and Social Security will exceed the \$500.00 a month that Plaintiff was ordered to pay.

42. The Court erred in its summary decision that it considered the other statutory elements of alimony; the error being that there are no findings and conclusions to support same.

43. The Court erred in deciding that the Plaintiff shall pay to the Defendant the sum of \$500.00 per month as permanent periodic alimony, commencing April 1, 2015, the error being that such is not supported by findings and conclusions by the Court.

44. The Court erred in awarding alimony to the Defendant, the error being that the award of Equitable Apportionment to Defendant made alimony unnecessary for the Defendant.

45. The Court erred in failing to base its decision on equitable apportionment on Section 20-3-620 apportionment factors; the error being that the Court did not properly consider, “(1) the duration of the marriage together with the ages of the parties at the time of the marriage and at the time of the divorce or separate maintenance or other marital action between the parties”.

46. The Court erred in failing to base its decision on equitable apportionment on Section 20-3-620 apportionment factors; the error being that the Court did not properly consider, “(3) the value of the marital property, whether the property be within or without the State.”

47. The Court erred in failing to base its decision on equitable apportionment on Section 20-3-620 apportionment factors; the error being that the Court did not properly consider, “The contribution of each spouse to the acquisition, preservation, depreciation, or appreciation in value of the marital property, including the contribution of the spouse as homemaker; provided, that the court shall consider the quality of the contribution as well as its factual existence”.

48. The Court erred in failing to base its decision on equitable apportionment on Section 20-3-620 apportionment factors; the error being that such requires consideration of, “(4) the income of each spouse, the earning potential of each spouse, and the opportunity for future acquisition of capital assets”.

49. The Court erred in failing to base its decision on equitable apportionment on Section 20-3-620 apportionment factors; the error being that the Court did not properly consider, "(5) the health, both physical and emotional, of each spouse".

50. The Court erred in failing to base its decision on equitable apportionment on Section 20-3-620 apportionment factors; the error being that the Court did not properly consider, "(7) the nonmarital property of each spouse".

51. The Court erred in failing to base its decision on equitable apportionment on Section 20-3-620 apportionment factors; the error being that the Court did not properly consider, "(9) whether separate maintenance or alimony has been awarded".

52. The Court erred in failing to base its decision on equitable apportionment on Section 20-3-620 apportionment factors; the error being that the Court did not properly consider, "(11) the tax consequences to each or either party as a result of any particular form of equitable apportionment".

53. The Court erred in deciding that the Plaintiff shall pay the Defendant's attorney's fees in the amount of \$13,790.00; the error being that no itemized fee invoice was submitted to the Court as required by the law of this State.

54. The Court erred in deciding that the Plaintiff shall pay the Defendant's attorney's fees; the error being that such is not supported by any findings and conclusions in the record.

55. The Court erred in deciding that the Plaintiff should be required to provide medical insurance to the Defendant; the error being that the Court did not consider that the Defendant can obtain medical insurance through her employer.

56. The Court erred in finding the duration of the marriage, the contributions of

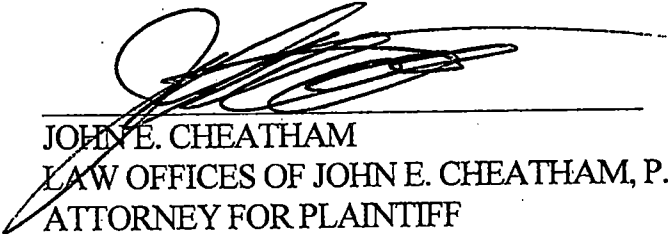
the parties and the other statutory elements of equitable division supporting its decision that the marital estate shall be divided equally (50-50) between the parties; the error being that such decision is not supported by specific findings and specific conclusions on each issue as set forth by the Equitable apportionment Statutes (including 20- 3-620).

The Plaintiff herein relies upon the South Carolina Rules of Civil Procedure, the SCC sections cited, and such rules and additional cases and laws as are applicable to the within motion. Additionally, Plaintiff requests that he be allowed to revise and/or add to this motion upon receipt of the transcript of the Hearing in this matter.

As the SCRCF require, the Plaintiff's attorney did not attempt to resolve this matter prior to filing, as he believes any attempts would be unproductive.

May 10, 2015

Lexington, South Carolina



---

JOHN E. CHEATHAM  
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STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

KENNETH M. SHUFELT,

PLAINTIFF,

vs.

JANET R. SHUFELT,

DEFENDANT.

2015 MAY 21

IN THE FAMILY COURT  
TWELFTH JUDICIAL CIRCUIT

BETH A. CARRICO  
CLERK OF COURT  
LEXINGTON

CASE NO.: 2013-DR-32-352

RETURN TO PLAINTIFF'S MOTION TO  
RECONSIDER, ALTER, OR AMEND  
FINAL ORDER AND DECREE OF  
DIVORCE OR TO GRANT A NEW  
TRIAL

TO: JOHN CHEATHAM, ESQUIRE, ATTORNEY FOR PLAINTIFF KENNETH M. SHUFELT:

The Defendant, Janet R. Shufelt, responding to the Plaintiff's assertions in his Motion to Reconsider, Alter or Amend Final Order and Decree of Divorce (hereinafter "Order") or to Grant a New Trial, filed May 12, 2015, returns as follows:

Regarding Plaintiff's assertions that Judge Nuessle erred in making his decisions, Defendant would refer the Court to SC appellate case law which recognizes "the superior position of the family court judge in making credibility determinations." See, Lewis v. Lewis, 392 S.C. 381, 392, 709 S.E.2d 650, 655 (2011) (footnote omitted). "The statute vests in the trial judge, not the appellate court, the discretion to decide what weight should be assigned to the various factors." Johnson v. Johnson, 296 S.C. 289, 300, 372 S.E.2d 107, 113. Additionally, all findings of Judge Nuessle in the Court's Order are fully supported by the evidence presented at trial, and the end result of the Court's findings are equitable in light of all the evidence presented before Judge Nuessle. ("If the end result is equitable, it is irrelevant that this Court might have weighed specific factors differently than the Family Court." (quoting Id. at 300, 372 S.E.2d at 113).

Regarding Plaintiff's assertion that the Order failed to comply with Rule 26, SCFCR, Defendant will submit to the Court that although Defendant disagrees with Plaintiff, even if there was a failure to include specific findings in the Court's Order, specific findings were made on the record at trial, and Plaintiff's allegation does not constitute a basis for reconsideration of the Judge's ruling or a new trial. Plaintiff continually bases his motion on the Court's alleged failure to make decisions without those decisions "being supported by specific findings or conclusions"; however, the Plaintiff fails to argue that the Court erred in not basing the Court's decisions on the evidence presented at trial. Therefore, Plaintiff's motion fails to establish a basis for alteration or amendment of the Court's Order, reconsideration or basis for a new trial. Additionally, Plaintiff's counsel was served with the Order and had reviewed the Order prior to execution by Judge Neussle and never indicated any objection to the findings included in the Order. If Plaintiff's counsel wished to preserve his right to appeal on the issues argued in his Motion, Plaintiff should have requested the Judge include any omitted considerations for the Judge's findings in the Court Order, prior to its execution.

Regarding the Plaintiff's allegation regarding the violation of Rule 26, SCRFC, Defendant would show that Judge Neussle's Order indicates that his award for equitable division, as stated in paragraphs 5- 15 of the Order, were based on specific findings as to the apportionment factors found in S.C. Code Ann. §20-3-620 (1976, as amended). Specifically, the Court made and included in his Order specific findings regarding valuations of all marital property, as indicated in Paragraphs 5, 8, 10, 11, 12, 13, and 14. Additionally, as indicated in Paragraph 7 of the Order, Judge Neussle considered all statutory elements of equitable division; however, placed specific emphasis on the

parties' duration of marriage and contributions of the parties. Defendant would further show that the Order includes specific findings as to the failure of Plaintiff to provide the amount of his retirement accounts that were marital or non-marital, and based on no evidence to the contrary, making a finding that the accounts were part of the marital estate and to be included in equitable division.

In regards to alimony, the Order specifically found as indicated in Paragraph 16 an award of alimony was based on his findings in consideration of the factors for alimony, especially the income disparity of the parties.

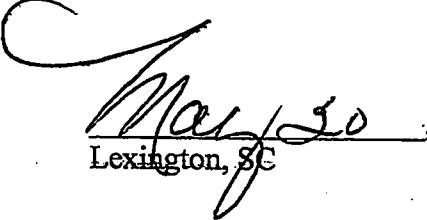
Regarding Paragraph 5 of Plaintiff's Motion, Defendant would show that S.C. Code Ann. § 20-3-90 (1976, as amended) provides that the attempt at reconciliation must be made by the Judge; however, does not require that it be included in the Court's Order. Defendant would further show that Judge Nuessle did question the parties prior to granting a divorce as to whether there is any possibility of reconciliation, as the transcript from the trial would show, and Defendant submits that is sufficient to satisfy the statutory requirement.

Regarding Paragraphs 9, 11, and 12, Plaintiff argues that the Court should have included a definite date for which the Order's findings shall be accomplished. Defendant is informed and believes that if the Plaintiff had requested definitive dates to be included and a basis for those dates, then the Order may have included said dates. However, as the transcript would show the Plaintiff failed to make such requests of the Judge at trial or in his Proposed Order. Additionally, the parties are required to comply with the Court Order regardless of specific dates in which to do so. A failure to comply with the Court Order in a reasonable time is a basis for a Rule to Show Cause, and at that time a Judge can

interpret the Court order and determine if there is a basis for contempt. Therefore, dates or deadlines for a party to act are not required in Court Orders and are certainly not grounds for alteration or amendment of the Order or a new trial.

Plaintiff's allegations of the Court's errors are not supported by the record, but rather are only supported by Plaintiff's claims and no consideration of other evidence submitted at trial. As the transcript of the trial would show, the Court's findings are fairly based on the evidence presented before it, and in consideration of all statutory and case law.

Defendant respectfully requests that the Court deny Plaintiff's Motion to Reconsider, Alter, or Amend Final Order and Decree of Divorce or to Grant a New Trial filed May 12, 2015, pursuant to the foregoing, the pleadings, evidence presented at trial and testimony of all witnesses, the applicable case law, statutes, and South Carolina Rules of Civil Procedure and South Carolina Rules of Family Court.

  
May 30, 2015  
Lexington, SC

DOOLEY LAW FIRM, P.A.



Sandra Dooley Parker  
218 East Main Street  
Lexington, South Carolina 29072  
Phone: (803) 259-2547  
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*Attorney for Defendant*

**COPY**

**FILED**

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

IN THE FAMILY COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT

**2013 FEB 13 A 11: 39**

Kenneth M. Shufelt, )  
Plaintiff, )

2013 DR -32-

**BETH A. CARRIGG  
CLERK OF COURT  
LEXINGTON SC**

VS. )

**COMPLAINT**

Janet R. Shufelt, )  
Defendant. )

**2013DR 3200352**

Plaintiff, complaining of the Defendant, alleges:

1. Plaintiff is a citizen and resident of the County of Lexington, State of South Carolina; and the Defendant is a citizen and resident of the County of Lexington, State of South Carolina; and the parties have resided for more than one year prior to the commencement of this action in this State.

2. The parties hereto last resided together as husband and wife within the County of Lexington, State of South Carolina.

3. The parties hereto were duly and lawfully united in marriage on or about the 17th day of February, 2005, in Lexington County, South Carolina; and that out of said marriage no children have been born. Plaintiff is informed and believes the Defendant Wife is not now pregnant.

4. The Defendant has committed conduct within the meaning contemplated by the laws of this State for authorizing parties to live separate and apart, and such entitles Plaintiff to an order of separate support and maintenance; or alternatively, a

divorce on such fault grounds as are proven and corroborated at the trial of this matter.

5. The relationship between the parties has deteriorated to the extent the parties can no longer live together and the parties are now living separate and apart due to such conduct; and such conduct has interfered with the party's marriage and it has become impossible for Plaintiff to continue to live with the Defendant.

6. After service of a Summons (such being attached hereto) this Court will have jurisdiction over the subject matter of this action, and of the issues raised, for the purpose of making complete determination of such, and this Court will have jurisdiction of the parties for purposes of rendering an *in personam* judgment.

7. The Plaintiff is a male, in good health, and he is able to work earns an amount sufficient for his support.

8. The Defendant is a female in good health and she is able to work, and earns an amount sufficient for her support.

9. Plaintiff requests all his rights to alimony be terminated, and the Defendant's be likewise treated.

10. Plaintiff has had to obtain an attorney for the bringing of this action and agrees to pay for same, and the Defendant should pay any attorney she retains.

11. Plaintiff requests this Court issue its Motion upon application of the undersigned, requiring the Defendant to appear at a hearing before this Court and show cause, if any she can, as to why this Court should not grant the Plaintiff the

herein requested *pendente lite* relief; and thereafter this Court issue its final Order granting the Plaintiff all of the relief herein requested on a permanent basis.

12. Plaintiff is further informed and believes he is entitled to an equitable division of the property obtained by the parties during the marriage, such consisting of real and personal property (including motor vehicles) and this Court consider such pursuant to Article 6 of Chapter 7 of Title 20 of the South Carolina Code of Laws, 1976, as amended. The Court allocate the parties' debt between the parties.

13. Plaintiff is entitled to all rights granted him pursuant to Title 20 of the South Carolina Code of Laws, 1976, as amended, as such pertains to separate support and maintenance, divorce, payment of costs, alimony, attorney's fees, and equitable distribution. Plaintiff requests an order of separate support and maintenance, and other incidental relief marital relief as shall be just and proper.

14. The Defendant is not in the Armed Services of the United States and is not entitled to protection under the Soldier's And Sailor's Civil Relief Act of 1940 as set forth in 50 USC Appendix Sections 501 ET SEQ

15. This Court issue an Order directing the Rules of Discovery for the South Carolina Courts of Common Pleas be applicable to the within matter.

WHEREFORE Plaintiff prays that:

A. he be granted an order authorizing him to live separate and apart from the Defendant, pursuant to an order of separate support and maintenance, on the grounds herein set forth; or alternatively, a divorce on such fault grounds as are proven at the trial of this matter.

B. each be required to pay their own attorney's fees, *pendente lite* and permanently.

C. each be denied alimony, *pendente lite* and permanently.

D. the Court issue its Motion, requiring the appearance of the Defendant, to show cause, if any she can, why the *pendente lite* relief as requested herein should not be granted to Plaintiff.

E. this Court make an equitable division of property of the parties all as more fully set forth above.


F. Plaintiff be awarded to all rights granted him pursuant to Title 20 of the South Carolina Code of Laws, 1976, as amended, as such pertains to separate support and maintenance, divorce, payment of costs, alimony, attorney's fees, and equitable distribution.

G. an Order be issued directing the Rules of Discovery for the South Carolina Courts of Common Pleas be applicable to the within matter;

H. this Court grant Plaintiff such other and further relief, both *pendente lite* and permanently as the Court may deem just and proper.

February 1, 2013

Lexington, South Carolina

  
\_\_\_\_\_  
JOHN E. CHEATHAM  
LAW OFFICES OF JOHN E. CHEATHAM, P.A.  
ATTORNEY FOR PLAINTIFF  
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STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

**FILED**  
IN THE FAMILY COURT FOR THE  
ELEVENTH JUDICIAL CIRCUIT  
2013 MAY -9 P 4: 50

KENNETH M. SHUFELT, )  
Plaintiff, )

BETH A. CARRIGG  
CLERK OF COURT  
LEXINGTON SC

**COPY**

**ANSWER AND COUNTERCLAIM**

vs. )

JANET R. SHUFELT, )  
Defendant. )

Docket No: 2013-DR-32-00352

The Defendant Janet R. Shufelt, would answer the Complaint herein as follows:

1. Each and every allegation of the Complaint not hereinafter specifically admitted, modified or explained is denied and strict proof thereof is demanded.
2. Defendant admits the allegations of Paragraphs One (1), Two (2), and Three (3).
3. Defendant denies the allegations in Paragraph Four (4), and demands strict proof thereof.
4. Defendant admits so much of Paragraph Five (5) which alleges that the parties are currently living separate and apart, and would deny the remaining allegations of Paragraph Five (5), and demands strict proof thereof.
5. Regarding Paragraph Six (6), Defendant would show the Court that the parties are both citizens and residents of Lexington County, State of South Carolina and have lived in Lexington County for more than one year prior to the commencement of this action.
6. Defendant admits the allegations of Paragraph Seven (7).
7. Defendant admits so much of Paragraph Eight (8) which alleges that she is a female in good health and is able to work, and denies the remaining allegations contained in Paragraph Eight (8) and demands strict proof thereof.

8. Defendant admits so much of Paragraph Nine (9) which alleges that Plaintiff's right to alimony be terminated and would deny the remaining allegations contained in Paragraph Nine (9) and demands strict proof thereof.

9. Defendant denies the allegations contained in Paragraphs Ten (10) and Eleven (11) and demands strict proof thereof.

10. Defendant admits the allegations in Paragraph Twelve (12).

11. Defendant denies the allegations contained in Paragraph Thirteen (13), and demands strict proof thereof.

12. Defendant admits the allegations in Paragraphs Fourteen (14) and Fifteen (15), and would join in Plaintiff's request for an order for discovery.

**BY WAY OF SECOND DEFENSE AND COUNTERCLAIM**

13. Defendant would re-allege all prior defenses fully as if set forth herein.

14. Defendant would show the Court that the parties separated on or about March 10, 2012, and have lived separate and apart since then. Defendant is informed and believes that Plaintiff is responsible for the ultimate demise of the marriage resulting from Plaintiff's adulterous activities with Raquel Leighton. The precise details of these adulterous activities can be made known upon request or demand, and Plaintiff is aware of all such details. Defendant would show that she has neither forgiven nor condoned this adulterous conduct on behalf of Plaintiff. Defendant is therefore informed and believes that she is entitled to a divorce, a vincula matrimony, from Plaintiff on the statutory ground of adultery. Alternatively, Plaintiff would show she is entitled to an Order of Separate Maintenance and Support.

15. Defendant would show the Court that during the course of the marriage, the parties acquired marital assets and debts and is informed and believes that the Court should identify the property, value that property, and make a reasonable and equitable division thereof.

16. Defendant is informed and believes Plaintiff should be required to maintain and support Defendant, both *pendente lite* and permanently, and accordingly, should be required to pay both *pendente lite* and permanent separate maintenance and support and/or alimony in a reasonable amount, taking into consideration the standard of living to which the parties were accustomed, the amount of income and assets of Plaintiff, his actions, and the appropriate tax considerations. Defendant would show the Court that the Plaintiff's income is substantially greater than the income of the Defendant. Defendant would request the Court to order that the Plaintiff should be required to pay a reasonable sum of money as and for alimony, whether periodic, reimbursement, rehabilitative, lump sum or any combination thereof, *pendente lite* and permanently.

17. Defendant is informed and believes Plaintiff should be barred from alimony or any other type of spousal support based on Plaintiff's conduct and his ability for self-support, both *pendente lite* and permanently.

18. Defendant would show that this action came about as a result of the Plaintiff's conduct and that she is without sufficient funds to fully pay her attorney's fees, expert witness fees and other costs for this litigation, and she is informed and believes that the Court should require the Plaintiff to pay such expenses, both *pendente lite* and permanently.

19. Defendant would request the Court issue an Order for discovery in this case so as to narrow the issues for trial and to allow the parties to efficiently utilize the Court's time.

20. Defendant is informed and believes that Plaintiff should be restrained and enjoined, both *pendente lite* and permanently, from alienating, selling, mortgaging, pledging, or otherwise hypothecating any property whatsoever, whether held singularly or held jointly, and further.

WHEREFORE, the Defendant prays that this Court issue an Order granting her the following:

1. Grant Defendant a divorce, a *vinculo matrimonii*, from Plaintiff based on the statutory ground of adultery or in the alternative for an Order of Separate Maintenance and Support;
2. That the Court equitably divides the marital assets and debts at the final hearing;
3. For separate maintenance and support and/or alimony as set forth above including, but not limited to, monthly payments, housing and automobile expenses, and security for support, *pendente lite* and permanently;
4. Issue an Order awarding the Defendant alimony to be paid by the Plaintiff, both *pendente lite* and permanently.
5. That the Court issue the Restraining Order on disposing marital assets, or incurring marital debt, *pendente lite*.
6. That the Plaintiff be required to pay the Defendant's Attorney's fees, costs and expenses of this action, both *pendente lite* and permanently.
7. That the Court issue an Order of Discovery.
8. And for such other and further relief as the Court deems just and proper.

(Signature page to follow)

DOOLEY LAW FIRM, P.A.



---

Sandra Dooley Parker, Esquire  
218 East Main Street  
Lexington, South Carolina 29072  
(803) 359-2547  
*Attorney for Defendant*

May 9, 2013  
Lexington, South Carolina

1 STATE OF SOUTH CAROLINA) FAMILY COURT.  
 2 COUNTY OF LEXINGTON ) DOCKET NO. 2013-DR-32-352  
 3 )  
 4 KENNETH SHUFELT )  
 5 -VS- ) TRANSCRIPT OF RECORD  
 6 JANET SHUFELT )  
 7 \_\_\_\_\_ )

8 MARCH 12, 2015  
 9 LEXINGTON, SOUTH CAROLINA

10

11 B E F O R E:

12 The Honorable Peter R. Nuessle, presiding Judge.

13

14 A P P E A R A N C E S:

15

16 John Cheatham, Esq.

17 Attorney for Plaintiff

18

19 Sandra Parker, Esq.

20 Attorney for Defendant

21

22

23 Crystal Jackson,

24 Court Reporter

25

1 THE COURT: You are Kenneth E. Shufelt?

2 PLAINTIFF: Yes.

3 THE COURT: And you are married to Janet R.  
4 Shufelt?

5 PLAINTIFF: Yes.

6 THE COURT: And you are asking for a  
7 divorce.

8 PLAINTIFF: Yes.

9 THE COURT: I am required to look into the  
10 possibility of reconciliation. So I'm going to ask you,  
11 do you think it is possible for you all to get back  
12 together?

13 PLAINTIFF: Yes.

14 THE COURT: Let me ask Mrs. Shufelt a  
15 moment. You are Janet R. Shufelt?

16 DEFENDANT: Yes, sir.

17 THE COURT: Do you think it is possible,  
18 Mrs. Shufelt, for you and Mr. Shufelt to reconcile?

19 DEFENDANT: No, sir.

20 THE COURT: Are you sure?

21 DEFENDANT: Yes.

22 THE COURT: Do you believe the marriage is  
23 over?

24 DEFENDANT: Yes.

25 THE COURT: Okay. Mr. Shufelt, given her

1 answer, do you think if the two of you all left here  
2 right now, you all would be together any time soon? She  
3 sounds pretty sure that she wants to get divorced. You  
4 asked for a divorce.

5 PLAINTIFF: Correct.

6 THE COURT: Now, you are saying you don't  
7 want it or I'm not quite sure what you mean.

8 PLAINTIFF: I wanted to try reconciliation  
9 with Janet and it didn't work out but I was hopeful.

10 THE COURT: Well, given where we are right  
11 now in time, you all are sitting here about to start a  
12 divorce case. Like I say, if you all left here, we  
13 didn't do anything else in here today, you think you all  
14 would be back together in any reasonable amount of time?

15 PLAINTIFF: No.

16 THE COURT: Okay. Understanding that it  
17 takes two to reconcile, I'm going to find that the  
18 possibility of reconciliation does not exist. Okay, Mr.  
19 Cheatham.

20 MR. CHEATHAM: Okay.

21 THE COURT: Have you all resolved anything?

22 MS. PARKER: No, sir.

23 THE COURT: Okay. You are calling Mr.  
24 Shufelt?

25 MR. CHEATHAM: No.

1 THE COURT: Okay. You want to come forward,  
2 ma'am?

3 THE DEPUTY: He's calling you to witness  
4 first. Come around this way, ma'am.

5 THE COURT: If you would come around and  
6 have a seat up here, please ma'am? Would you raise your  
7 right hand, please?

8 (Whereupon, Janet Shufelt, first having been  
9 duly sworn, testified as follows:)

10 THE COURT: All right. Have a seat, ma'am.  
11 Be sure to speak up, please. Okay, Mr. Cheatham.

12 MR. CHEATHAM: Thank you, Judge.

13 DIRECT EXAMINATION

14 Of Ms. Renoni

15

16 BY MR. CHEATHAM:

17 Q. Ms. Renoni, I am going to ask you a certain  
18 number of questions. I'm John Cheatham. You know, I  
19 represent Mr. Shufelt. If you can't understand any of  
20 my questions, let me know I will be glad to restate them  
21 or rephrase them.

22 THE COURT: Starting with, what is your  
23 name?

24 THE WITNESS: Rose Renoni R-E-N-O-N-I.

25 THE COURT: Okay. Go ahead.

1 A. Oh my. A few years ago, I was visiting, maybe  
2 three years ago.

3 Q. Okay. So may be three years ago, you heard them  
4 have one conversation and then you didn't hear anything  
5 else detrimental, said one way or the other, at all?

6 A. Well, after the first mentioning, then of course,  
7 the conversation between mother and daughter was about  
8 his adultery.

9 Q. Okay. But when were the other conversations?

10 A. Well, we usually spoke on the phone.

11 Q. What?

12 A. Spoke on the phone once a week or quite often, on  
13 the phone, actually.

14 Q. And how often was this mentioned on the phone?

15 A. Well, he was away from home and she was not aware  
16 of it at first.

17 Q. All right. When was that first?

18 A. At first, when I found out? Is that what you are  
19 saying?

20 Q. Yes.

21 A. I just I can't recall.

22 Q. You don't know whether it was one, two, three or  
23 eight years ago?

24 A. Well, easily three years ago, anyway.

25 Q. You are saying she never expressed any hostility

1 towards him in a verbal manner at all?

2 A. Me or her?

3 Q. Her.

4 A. Her. Not until she found out about the adultery.

5 Q. All right. So you are saying then, that you  
6 heard verbal outburst after about three years ago?

7 A. Um-hmm.

8 Q. Okay.

9 A. Yes.

10 Q. And were you present at any of those?

11 A. Present. I don't think so.

12 Q. All right. So the only thing you have then -

13 A. Not that I can recall.

14 Q. -- would be what she told you?

15 A. Yes, mostly.

16 Q. When you say mostly ---

17 A. Well, I mean, I believed every word she said,  
18 because I also caught him. If I can say it, he was on  
19 the computer and I was visiting and I walked in the  
20 room, and he was talking to somebody in the nude. She  
21 was in the nude.

22 Q. And when was this?

23 A. Well, I was visiting and like I said, I visited  
24 once a year or so.

25 Q. Well, now you visit more than once a year, or was

1 Q. Any particular time of the year?

2 A. Well, during the winter months.

3 Q. Was it like during Christmas?

4 A. During the winter months.

5 Q. Okay.

6 A. I came down. I came to visit.

7 Q. Okay. That's all I have.

8 MS. PARKER: No questions, Your Honor.

9 THE COURT: Okay. You can step down, ma'am.

10 Yes, sir?

11 MR. CHEATHAM: Now we would call Mr.

12 Shufelt.

13 THE COURT: Come around, sir, and be sworn.

14 Raise your right hand, please?

15 (Whereupon, Kenneth Shufelt, first having

16 been duly sworn, testified as follows:)

17 THE COURT: Okay. Have a seat. Be sure to  
18 speak up, please.

19 DIRECT EXAMINATION

20 Of Mr. Shufelt

21

22 BY MR. CHEATHAM:

23 Q. Mr. Shufelt, give us your full name.

24 A. Kenneth Martin Shufelt.

25 Q. And where do you live or reside?

1 A. 124 Hunt Street, West Columbia, South Carolina  
2 29170.

3 Q. And is that what is considered the marital  
4 residence?

5 A. Yes.

6 Q. Now, as to the marital residence, do you recall  
7 when it was purchased?

8 A. Approximately, 2003, I believe -- 2004. I'm not  
9 really sure.

10 Q. Okay. Now, since the -- do you recall what the -  
11 what you paid for it?

12 A. Well the 148.

13 Q. What?

14 A. \$148 thousand.

15 Q. Okay. And then, after that, were any  
16 improvements or additions made to the house?

17 A. Numerous. Yes.

18 Q. Okay. And where did that money come from?

19 A. My retirement.

20 Q. All right. Now, do you recall a pool?

21 A. Yes.

22 Q. Tell us what you did about the pool.

23 A. I had a pool put in. It was approximately,  
24 35,000 out of my retirement.

25 Q. Okay. And do you recall which retirement account

1 it came out of?

2 A. It was my -- I believe that was my father's  
3 retirement fund.

4 Q. Now, did you have any modification, remodelling  
5 or additions?

6 A. Yes, sir.

7 Q. And what did you pay for that?

8 A. I put an addition onto the house for 60,000.

9 Q. And where did that money come from?

10 A. Out of my retirement, my principal financial.

11 Q. All right. Now, was that money you had earned  
12 before the marriage, during the marriage, or both?

13 A. The -- it was during the marriage.

14 Q. And was there any other additions, modifications,  
15 et cetera, to that?

16 A. Yes. I built a pool house and I built a  
17 workshop. All moneys out of my retirement.

18 Q. Okay. And what did you pay for the pool house?

19 A. The pool house was approximately 5,000.

20 Q. And what about the workshop?

21 A. Workshop, about 15 thousand, 10 to 15 thousand.

22 Q. All right. Now did you personally do a lot of  
23 work on any of these?

24 A. The pool house, I built and the workshop, I  
25 built. I hired someone to assist me in building the

1 workshop.

2 Q. Okay. So in other words, you saved money by  
3 doing the work, yourself?

4 A. Yes.

5 Q. Okay. Now, who is in charge of maintenance to  
6 the house?

7 A. I am.

8 Q. And has that been true all along?

9 A. Yes.

10 Q. And who was in charge of -- or if anybody was,  
11 cleaning the house, scrubbing the house, inside of the  
12 house?

13 A. Both of us.

14 Q. And who was in charge of the food and cooking?

15 A. Janet, mostly.

16 Q. When you paid the taxes, where did that money  
17 come from?

18 A. Usually, we got refunds.

19 Q. Okay. I was talking about on the house.

20 A. The taxes, it came out of our joint account.

21 Q. As far as the joint account, what percentage of  
22 money would you put into the joint account during the  
23 marriage?

24 A. Well, I usually put in the most of it, probably  
25 about two-thirds.

1 Q. And then your wife would have put in one-third?

2 A. Yes.

3 Q. Now, you filed a financial declaration, and then  
4 had attached to it, a income payments that you received  
5 this year. Your financial declaration actually  
6 indicates that you earned more than that. It has 55  
7 hundred. So, would you explain that difference to us?

8 A. Yes. On ---

9 THE COURT: Excuse me, a minute. I don't  
10 seem to have any financial declarations.

11 MS. PARKER: May I approach, Your Honor?

12 MR. CHEATHAM: Your Honor, I was going to  
13 hand these up before the hearing started and I didn't do  
14 that.

15 THE COURT: Okay. Thank you. (Receives  
16 documents).

17 Q. And Mr. Shufelt, I'm going to hand you a copy to,  
18 if you need no reference them. Okay. The 55 hundred  
19 you have there is based upon what?

20 A. It's primarily, based upon my salary that I  
21 received.

22 Q. All right. So do you have a guarantee of 55  
23 hundred dollars a month?

24 A. Correct.

25 Q. And then, anything that you make over that is

1 dependent upon what?

2 A. Any overtime that I work over 45 hours.

3 Q. Now, in the past, where has been your overtime in  
4 life?

5 A. It varies, depending on how the economy goes.

6 Q. Could you just give us an estimate as to what  
7 your total income was, over the last three years, or so?

8 A. Well, my last year's income was approximately 80  
9 thousand because of my overtime, I believe. But this  
10 year, we're having, I've done very little overtime, so  
11 far. Usually, around Christmas time, fourth of July,  
12 Thanksgiving, is when we have most of our overtime, at  
13 which I've sometimes worked 80 hours or more a week.

14 Q. Okay.

15 A. But this year's it's been a lot less.

16 Q. Did you put down the 55 because that's what they  
17 guaranteed you? Now, is that in writing, or is that  
18 just understood or what?

19 A. It's on my paycheck. It shows my salary.

20 Q. But your salary does not show the 55 hundred.  
21 Now, do they just go along and make sure at the end of  
22 the year, you have had 55 hundred each month?

23 A. No. I work 40 hours and I get paid for that, a  
24 fixed amount for that 40 hours every week.

25 Q. Okay. But according to what we have averaged per

1 month, so far this year, did it come up to 55 hundred?

2 A. No. It was less.

3 Q. But you are expect it to come up, at least to  
4 that ---

5 A. Yes.

6 Q. -- during the rest of the year?

7 A. Yes.

8 Q. Okay. Now you also have some retirement. Is  
9 that correct?

10 A. Yes.

11 Q. And this was -- okay, and then this is where they  
12 got confusing, at least for me, so I'm going to let you  
13 see if you can straighten it out. You were saying that  
14 the nonmarital or the three figures 304, 191 and 148.  
15 Is that correct?

16 A. Yes.

17 Q. But now you realize that the Lincoln Financial  
18 Group is joint, and that would probably be thrown into  
19 the marital?

20 A. Yes.

21 Q. Okay. But you put it down separate because where  
22 did the money come from?

23 A. My father's. When he passed away.

24 Q. But before he passed away, he had set it up as a  
25 joint?

1       A. He had set it originally, as solely in my name.  
2       And what I did because I traveled, I had put Janet's  
3       name on it, so there'd be no problem if something  
4       happened to me, she would receive the money.

5       Q. All right. But account had her name --

6       A. Right. I had her name put on it.

7       Q. All right. So you had it put on it, or he had it  
8       put on it?

9       A. I had it put on it.

10      Q. Okay.

11      A. At the bank.

12      Q. Okay. Now, the house, I think we have a mistake  
13      on, so let me clarify that. The house, according to the  
14      tax amount is worth 163 thousand?

15      A. It says 135.

16      Q. What?

17      A. It says 135.

18      Q. I know. That's what I'm saying. I just noticed  
19      a mistake. The tax map that we have is accurate, should  
20      be 163. Is that correct?

21      A. Yes.

22      Q. Okay. And the mortgage on there is about how  
23      much?

24      A. About 95, 95,000 left.

25      Q. Okay. So you have about 68,000 worth of equity

1 in the house?

2 A. Yes.

3 Q. Okay. Now you are employed with Intelligrated  
4 Inc. Is that correct?

5 A. Yes, it is.

6 Q. And that's where you had most of your nonmarital  
7 funds?

8 A. My nonmarital funds, we -- our company has been  
9 bought out three times. It was from Alvy to Pinnacle to  
10 F. K. I. To Intelligrated. Now, Intelligrated was the  
11 only time that any of the funds would have been marital.  
12 Previous to that, it would be nonmarital.

13 Q. When did you start working with Intelligrated?

14 A. Approximately, 18 years ago.

15 Q. And obviously, that was before the marriage?

16 A. Correct.

17 Q. And the marriage was when?

18 A. 2005.

19 Q. Okay. And this was filed in 2013. Does that  
20 sound right?

21 A. Yes.

22 Q. And have you -- and I'm going to show you her  
23 financial declaration. I show you her first financial  
24 declaration, being your wife's.

25 A. Um-hmm.

1 Q. What income is shown on here?

2 A. 1950.

3 Q. Okay. I'm showing you the second financial  
4 declaration of your wife. What income is shown on  
5 there?

6 A. Thirty-three thousand, three hundred twenty-six.

7 Q. All right. Now, is 3,326?

8 A. Um-hmm.

9 Q. Okay. Now, you also have miscellaneous property,  
10 and what does that include?

11 A. That I personally own?

12 Q. Yes.

13 A. I have a 2013 Prius. I also have clothes and  
14 other items at the house.

15 Q. Okay.

16 A. If that's what you are pertaining to.

17 Q. And you want the personal property of yours  
18 that's at the house?

19 A. Yes.

20 Q. And does that include a motorcycle and some  
21 tools?

22 A. Yes.

23 Q. Okay. Now as far as assets, then, have we pretty  
24 much covered all of the assets that you have at this  
25 time, or you had in the past?

1 A. Not including what's in the house. Yes.

2 Q. What do you think the value of the items in the  
3 house is?

4 A. Well, furniture would approximately be about  
5 10,000. The -- there's numerous other items in the  
6 house. I couldn't -- there's some valuable China and  
7 some stemware and some jewelry that we both purchased.  
8 Quite a valuable diamond ring I purchased for Janet.  
9 And my her's diamond, she still has.

10 Q. All right. Now, you mentioned some jewelry.  
11 What's the most expensive piece of jewelry you bought  
12 for her?

13 A. Well, the diamond ring, I would say is around  
14 5,000 three to 5,000. I'm not really sure. We traded  
15 in - I believe we traded in her smaller diamond. I  
16 bought her a larger one.

17 Q. Is there any other asset of any value that she  
18 has?

19 A. I don't believe so.

20 Q. Okay. Now, let's switch from assets and go to  
21 the marital relationship. During your marriage, were  
22 there any vocal outburst from either party?

23 A. The verbal outburst started when we lived in east  
24 Boston.

25 Q. When was that?

- 1 A. 1997 -- 98. Around there.
- 2 Q. Now, you were not married at that time?
- 3 A. Correct.
- 4 Q. Now, you were married in '05. So the marital  
5 outburst would have been in '05?
- 6 A. It's been all along. Yes.
- 7 Q. I know. I'm talking about just the marital.
- 8 A. Yes.
- 9 Q. Now, often would these occur?
- 10 A. Too often. Usually, when I came home from one of  
11 my trips.
- 12 Q. All right. When you say your trips, were those  
13 business trips?
- 14 A. Yes.
- 15 Q. What type of work do you do?
- 16 A. Field service engineer, I usually work on  
17 programming and doing maintenance to equipment.
- 18 Q. Would you be what I refer to as sort of an I.T.  
19 troubleshooter?
- 20 A. No. Sometimes I would be rebuilding equipment,  
21 using hand tools. Sometimes I'd be programming  
22 machines. It varies, depending on what the job is. I'd  
23 be covered in grease for one week, and then the next  
24 week I could wear a suit and tie and I could be just at  
25 a computer. My job varies.

1 Q. So basically, you did whatever it took to keep  
2 the computers running?

3 A. Well, the equipment running. Yes.

4 Q. The equipment running at client's locations?

5 A. Yes.

6 Q. And that required you to travel all over the  
7 United States or just ---

8 A. All over, in this job, it's included Mexico,  
9 Canada and England.

10 Q. Okay.

11 A. My previous job was worldwide.

12 Q. All right. And as far as collectables, you all  
13 don't have any real large collectables. Is that  
14 correct?

15 A. Just the stemware, but nothing -- my stamp and  
16 coin collection.

17 Q. How much do you think they are worth?

18 A. A few thousand dollars.

19 Q. How many is a few?

20 A. Probably about 5,000.

21 Q. Okay. Now, let's continue on while we are there.  
22 You would come back to the house how many times a month  
23 - a year? Excuse me.

24 A. Generally, my jobs took between one and two  
25 weeks, each one.

1 Q. Okay. Now would the verbal outburst occur each  
2 time that you came back?

3 A. Almost every time. Not every time. Sometimes,  
4 the -- it was very good, it was a beautiful marriage.  
5 But other times I'd come home and I wouldn't be doing  
6 something that she wanted me to do, and she starts  
7 screaming at me.

8 Q. Okay. Now, when you said screaming at you, was  
9 loud screams, intimidating screams, soft screams, what?

10 A. Yes, very loud, very intimidating.

11 Q. And how long would that go on?

12 A. Not too long. Sometimes I'd just walk out of the  
13 house. It would probably go on for maybe a couple  
14 minutes. Enough to ---

15 Q. When you went back in, was it all over, or did  
16 she start back up?

17 A. Usually, it was over.

18 Q. Okay. And this occurred on that routine all  
19 during the marriage?

20 A. Yes.

21 Q. Now, did you all separate previously?

22 A. No. Not until I filed.

23 Q. All right. Is your financial declaration as  
24 accurate as we could make it?

25 A. Yes, sir. It is.

1 Q. Do you have sort a confusion -- at least to me,  
2 setup with your finances?

3 A. Yes, because the company that we have now,  
4 Intelligrated, changed from Principal Financial to T Row  
5 Price, and I was unable to obtain the amount I had in my  
6 retirement, date of marriage, which has been over a week  
7 now, since I've tried to obtain that financial amount.

8 Q. In the Franklin Templeton, we discovered that  
9 there was sixty-one five at the time you got married?

10 A. Yes.

11 Q. Okay. And the others have balances, one is joint  
12 and one's that T Row Price that was slightly difficult  
13 to do anything with?

14 A. Yes.

15 Q. And did you make efforts to try to get all of the  
16 current information on that account?

17 A. Yes, I did.

18 Q. And were you ever able to get all of the  
19 information on that account?

20 A. No. I have not been able to get everything I  
21 needed. I have made numerous attempts, but  
22 unfortunately, the bank records go back between seven  
23 and eight years and unfortunately, we needed to go back  
24 further.

25 Q. Well, when you tried to get the items, recently,

1 were the people you needed to talk with, available?

2 A. Not always.

3 Q. All right. Were they out of the office?

4 A. Yes.

5 Q. And wouldn't be back until Monday?

6 A. Correct.

7 Q. Okay. Now, in reference to the divorce, the only  
8 grounds of divorce would have would be one year  
9 separation without cohabitation.

10 A. Right.

11 Q. And would you ask the Court to amend the  
12 pleadings to ask for that?

13 A. Um-hmm.

14 Q. Do you have any objection?

15 THE COURT: Any objection?

16 MS. PARKER: No objection, Your Honor.

17 THE COURT: So ordered.

18 Q. And have you and your wife lived separate and  
19 apart for a period in excess of one year?

20 A. Yes.

21 Q. In other words, you haven't cohabited together or  
22 lived together as normal husband and wife -

23 A. No.

24 Q. - for over a year?

25 A. No.

1 Q. Now, there's been no collusion. Nobody just made  
2 up any grounds. This separation does in fact exist?

3 A. Yes.

4 Q. Now, you understand that the Court will make an  
5 equitable apportionment apply?

6 A. Yes.

7 Q. If and that the Court will take into  
8 consideration, everything that you testified to, and  
9 your wife?

10 A. Yes.

11 Q. And that once the Court makes a Ruling, you  
12 either have to accept it or appeal it?

13 A. Correct.

14 Q. All right. Now, did we spend a good amount of  
15 time trying to resolve the case?

16 A. Yes, we did.

17 Q. And did we mediate the case twice?

18 A. Yes, we did.

19 Q. And all to no avail?

20 A. Correct.

21 Q. Now, you are not -- excuse me -- in any  
22 bankruptcies, and I'm assuming you don't anticipate  
23 filing for bankruptcy.

24 A. Correct.

25 Q. And as far as, other than your retirement, you

1 don't have any other stocks and bonds or other things of  
2 value?

3 A. Not that I know of.

4 Q. Okay. Now, your health is what?

5 A. Excuse me?

6 Q. What is your health like?

7 A. Not very good.

8 Q. Just briefly, tell us about your health.

9 A. I'm recovered paraplegic, and I have problems  
10 with one of -- my left leg, walking. It sometimes  
11 collapses on me. I have -- my legs twitch,  
12 uncontrollably, which I take medicine for, so I can  
13 sleep. I have a problem with -- I don't know what it's  
14 called, unfortunately, one of my organs, what is it?

15 Q. Just your body functions?

16 A. Yes. My bowel function does not work right, and  
17 my urinary functions, I do not have control of that.

18 Q. Okay. And are you actually, still being treated  
19 for that?

20 A. I am.

21 Q. And you are on medication for that?

22 A. I am on, for my legs, I am. I still have to go  
23 back to the doctor for an operation for something else.

24 Q. All right. And the operation, you are  
25 anticipating, would be when?

1 A. I don't know. Whenever, I have time enough off  
2 my job to do it.

3 Q. Okay. How long would you be out from the  
4 operation? Do you know that?

5 A. Probably not long. Only a few days.

6 Q. All right. Now as far as any removal of moneys  
7 from your retirement, et cetera, you understand that  
8 except for a QDRO, which is a Qualified Domestic  
9 Relations Order, that would be taxes? Do you understand  
10 that?

11 A. Yes.

12 Q. So you are asking that any division that you have  
13 to receive or pay, be done by a QDRO?

14 A. Yes.

15 Q. Okay. Now, there are no children of the  
16 marriage?

17 A. Correct.

18 Q. You don't have any prior support from any  
19 marriage?

20 A. No.

21 Q. You disclosed all of your debt?

22 A. Yes.

23 Q. Which is just basically the house?

24 A. Yes.

25 Q. Okay. And the others, you have taken money from

1 your retirement to pay?

2 A. Yes.

3 Q. Now, you all have filed tax returns. Have they  
4 been as honest as you know they can be?

5 A. Yes.

6 Q. Did you have them done by someone?

7 A. Yes Louise Crim.

8 Q. Was that somebody you chose, or your wife chose?

9 A. We pretty much both chose.

10 Q. Now, your condition, is it getting worse, staying  
11 the same, improving, or what?

12 A. It's getting worse, unfortunately.

13 Q. Do you anticipate that it would get to the point  
14 where you would have to quit working?

15 A. I'm planning to retire in a couple of years, so,  
16 I expect at some point, I may have to go back into a  
17 wheelchair. I hope not, but I may have to. I do have  
18 chronic back pain also.

19 Q. All right. In reference to training, did your  
20 wife undergo any training that continued after you were  
21 married?

22 A. After we were married?

23 Q. Yes.

24 A. Just a seminar that she went to.

25 Q. All right. And did she have to go to any

1 continuing education to keep --

2 A. Yes.

3 Q. All right. And she is nutritionist?

4 A. She is a registered dietitian.

5 Q. Okay. And she currently works for Extended?

6 A. Lexington Extended Care. Yes.

7 Q. Lexington Medical Center?

8 A. Yes.

9 Q. Okay. And to your knowledge, she has the 401 K  
10 there?

11 A. Yes.

12 Q. And to your knowledge, does she have any other  
13 items that were not listed on her financial declaration?

14 A. Her vehicle. I haven't looked over her financial  
15 declaration but...

16 Q. Okay. Let me give you a chance to do that.

17 (There was a brief pause.)

18 A. I know it is an error here on the financial  
19 declaration for the mortgage. It's -- the full amount  
20 is under her name, which I have been paying half on.  
21 It's not 813 any longer.

22 Q. Other than that, it seems to be accurate?

23 A. I believe so.

24 Q. You believe so.

25 MR. CHEATHAM: That's all I have at this

1 time Your Honor.

2

3

CROSS-EXAMINATION

4

Of Mr. Shufelt

5

6 BY MS. PARKER:

7

Q. Mr. Shufelt, as you know, I am Sandra Parker and  
8 I represent your wife. You stated that you have  
9 diligently been trying for at least a week, to get the  
10 information to show how much of your retirement was  
11 nonmarital. Is that correct?

12

A. Yes.

13

Q. This case has been pending since 2013?

14

A. Correct.

15

Q. And you have been trying to get that information  
16 for over a week. Is that correct?

17

A. Correct.

18

Q. When did you and Janet meet?

19

A. Approximately, 1990 -- I'm not sure.

20

Q. So the 1990s, sometime?

21

A. Yes.

22

Q. And did you move in together?

23

A. Yes.

24

Q. Prior to marriage?

25

A. Yes.

1 Q. And you stated that she would have verbal  
2 outbursts around 1997 to 1998? Is what you just  
3 testified to?

4 A. I stated that constantly, she would have verbal  
5 outbursts.

6 THE COURT: Please speak up a little, sir.

7 Q. But you still lived with her. Is that correct?

8 A. That's correct.

9 Q. And not only did you live with her, you asked  
10 thorough marry you?

11 A. I believe she asked me to marry her.

12 Q. Did you marry her?

13 A. Yes.

14 Q. Did you love her?

15 A. I enjoyed her company.

16 Q. Did you take vows?

17 A. No.

18 Q. You did not take vows?

19 A. Justice of the peace.

20 Q. Okay. So it was a -- you testified that it was  
21 a nice relationship.

22 A. Yes.

23 Q. Okay.

24 A. Very nice.

25 Q. When did the two of you move to Lexington?

1 A. Excuse me?

2 Q. When did you move to Lexington?

3 A. I never lived in Lexington.

4 Q. I believe you stated that you lived in Lexington  
5 County?

6 A. We lived in West Columbia.

7 Q. The county of Lexington. Excuse me.

8 A. Approximately, I believe it was around 2002 --  
9 2003.

10 Q. Okay. And you bought your home, when?

11 A. At that time.

12 Q. And you married after you bought your home?

13 A. Correct.

14 Q. How much do you recall that you put down on your  
15 home?

16 A. Approximately, I think it was approximately  
17 25,000.

18 Q. Do you recall where that money came from?

19 A. Yes.

20 Q. Was it a joint account?

21 A. Yes.

22 Q. Okay. So you have stipulated on the record, that  
23 you think the value of the home is approximately the  
24 assessed value, which is \$163,470. Is that correct?

25 A. Yes.

1 Q. And you also stipulated that the payoff was  
2 around 95,000. So you testified that you think it is  
3 around 68,000 equity in that home. Is that correct?

4 A. I believe so.

5 Q. Okay. Tell me why you want the home.

6 A. In approximately, one to two months, I won't have  
7 a place to live.

8 Q. Okay. Why is that?

9 A. Relationship I'm in now will be ending.

10 Q. So you are anticipating it ending so you need to  
11 come back into home, the marital home?

12 A. Correct.

13 Q. Why don't you want Janet to have that house?

14 A. Can I elaborate?

15 Q. You can answer the question. Yes. You want to  
16 elaborate about your relationship ending?

17 A. No. The reason I would prefer to go into the  
18 house, due to the amount of work I've put into it.

19 Q. Okay. And why don't you want her to have the  
20 house?

21 A. She -- I had agreed that she may live in it until  
22 she retires.

23 Q. How old is Janet?

24 A. 66.

25 Q. And how old are you?

1 A. 67.

2 Q. Okay. So you are close in age. So you'd rather  
3 have the house and let her go find something else?

4 A. Yes.

5 Q. Do you want the house just so you can hurt her  
6 more than you have already hurt her?

7 A. No.

8 MR. CHEATHAM: Objection, Judge.

9 THE COURT: Sustained.

10 Q. When was the last time you lived in the house?

11 A. Excuse me?

12 Q. When was the last time you lived in the house?

13 A. 2013, I believe. 2012 -- 2013.

14 Q. And you since then, where have you lived?

15 A. I have been in three other places.

16 Q. And where is that?

17 A. In North Kingstown, Rhode Island next to Rhode  
18 Island and Cranston, Rhode Island.

19 Q. Okay. And with whom did you live?

20 A. A friend.

21 Q. And her name is?

22 A. Rikel.

23 Q. Last name?

24 A. League.

25 Q. And this is one you referred to that you are in a

1 relationship with?

2 A. Yes.

3 Q. Are you engaged to her?

4 A. Yes. Was.

5 Q. Okay. In fact, did the two of you travel to San  
6 Diego the first part of 2013?

7 A. No.

8 Q. You did not?

9 A. I had a job.

10 Q. You did not buy airline tickets for her and her  
11 daughter?

12 A. No.

13 Q. They never joined you no San Diego?

14 A. They joined us.

15 Q. They join you in San Diego?

16 A. Correct.

17 Q. And who lives in San Diego?

18 A. Her mother.

19 Q. Any of your relatives live there?

20 A. Yes.

21 Q. Did you see your relatives?

22 A. Yes.

23 Q. Did you introduce Rikel to any of your relatives?

24 A. Yes.

25 Q. How do you think that made her feel?

1 MR. CHEATHAM: Objection, Your Honor. Pure  
2 speculation.

3 THE COURT: Sustained.

4 Q. Janet is currently on your health insurance  
5 through your employer. Is that correct?

6 A. Yes.

7 Q. And at her last hearing, which you did not  
8 attend, your attorney informed me that you had prepaid  
9 her health insurance through the end of this year. Is  
10 that correct?

11 A. Yes.

12 Q. So you are willing to pay and keep her insured  
13 until December 31st of 2015?

14 A. No.

15 Q. All right. Did you say ---

16 A. I pay monthly.

17 Q. But you said you have already prepaid?

18 A. No. It is not prepaid. It is every other week.

19 Q. I'm sorry?

20 A. Every other week I pay premiums.

21 Q. Okay. And you just testified that you already  
22 paid through December 31st of 2015.

23 A. No.

24 Q. Let's talk about your employment. You testified  
25 that you travel how many weeks out of a month?

1 A. Usually, three and a half weeks, three to three  
2 and a half weeks.

3 Q. So if you did get this home, you would spend  
4 about a half a week a month in it. Is that correct?

5 A. Depending on my job. On my jobs sometimes, I  
6 spend only two weeks at the house.

7 Q. Okay. You said, on average, you spend three and  
8 a half weeks a month, you travel.

9 A. Yes.

10 Q. When you were traveling, what did Janet do?

11 A. She would work and come home.

12 Q. Okay. What kind of things would she do around  
13 the household?

14 A. Take care of the animals, and of course, maintain  
15 herself. I would say she would do other household items  
16 as well.

17 Q. Who paid the bills?

18 A. I did.

19 Q. Okay. So when you were home, that half a week,  
20 you would take care of paying all of the bills?

21 A. Yes.

22 Q. How about who cut the grass?

23 A. I did.

24 Q. So you let it go for three weeks and then you  
25 would cut it when you were home that one -- half a week?

1 A. You are confusing that. Sometimes, I would be  
2 home every weekend.

3 Q. Okay.

4 A. And I would cut the grass.

5 Q. Okay. Were the two of you planning on retiring  
6 here in Lexington County?

7 A. Yes.

8 Q. And so that was your dream, the two of you would  
9 move here and retire?

10 A. Yes.

11 Q. Why you did you choose Lexington County?

12 A. No particular reason.

13 Q. Okay.

14 A. It was just nice here. I enjoy the weather.  
15 Enjoy the traffic.

16 Q. Okay. Let's talk a little bit about Rikel. How  
17 did the two of you meet?

18 A. We met online, with an online game called Wizard  
19 101.

20 Q. Which interest me greatly. If you could tell me  
21 a little bit about Wizard 101. What is that?

22 A. Online game interacting with other players.

23 Q. What do you do?

24 A. We just have battles.

25 Q. Battles with what?

1 A. With characters on the game.

2 Q. Okay. So these random people, are they all  
3 wizards?

4 A. Well, we would have mock names on it. It would  
5 be -- it's all age groups. And you can tell, usually,  
6 on the game, as to the age of the individual who's with  
7 you. And we tried to limit it to an age group that you  
8 are familiar with, and you join in with men, women and  
9 sometimes kids too, on the game.

10 Q. What was your mock name?

11 A. My name was Kenneth.

12 Q. And what was Rikel's?

13 A. She had several.

14 Q. What is an example of what her name would be?

15 A. One was Storm Rider. There was all different  
16 names.

17 Q. Was she sweetie pie on there?

18 A. One of her characters was. Yes. I believe so.  
19 But this...

20 Q. So if you won a battle, what did you get?

21 A. Just coins. You would buy different equipment in  
22 it. Not with real money.

23 Q. So you got pretend money. And did you get jewels  
24 like a crown, or something like that?

25 A. Yes.

1 Q. What was the highest ranking you have ever done?

2 A. I don't know. I still play the game.

3 Q. Okay. But you were pretty high up there right,  
4 as far as other players? You were like one of the best.  
5 Is that correct?

6 A. No. Not even close.

7 Q. How often would you play this game?

8 A. Generally, I would go on for probably about an  
9 hour or two.

10 Q. A night?

11 A. Yes. Usually, when I go into the bathroom, try  
12 to move my bowels.

13 Q. Okay. And did Janet ever ask you to stay off  
14 game?

15 A. I believe she did.

16 Q. Did you think it was interfering with your  
17 marriage with her?

18 A. No. Because as I said, I was usually doing it  
19 when I was in the bathroom trying to relax my system.

20 Q. Okay. So that's how you met Rikel?

21 A. Yes, it is.

22 Q. And how did you get her contact information to  
23 know how to reach out to her, personally?

24 A. You can do it on the game.

25 Q. And --

1 A. -- as well as some of the male friends and  
2 other female friends I have and some are younger.

3 Q. So when is the first time you met her face to  
4 face?

5 A. In February of -- I believe it's after I filed  
6 2013, I believe.

7 Q. But that was around when you went to San Diego.  
8 Wasn't it?

9 A. Yes.

10 Q. So you had met her before. She met you in San  
11 Diego, or was that the very first time you had met her?

12 A. We had met previously. I don't recall, exactly,  
13 when I went on the trip to San Diego. I would have to  
14 check my travel itinerary, but we first met in February.

15 Q. On your Facebook screen, does it show that you  
16 are in a relationship with her?

17 A. No. Not that I know of.

18 Q. I'm going to ask you to identify that. Can you  
19 identify that?

20 A. Yes. It's me.

21 Q. What does it say?

22 A. Friend. Nothing. In a relationship with Rikel.

23 Q. That's what I'm saying, on your Facebook screen,  
24 does it say that you are in a relationship with her.  
25 You said no. Now you see that it does say that?

1 A. Yes.

2 Q. If you would flip to the second page? What is  
3 that?

4 A. It's us together.

5 Q. That's her -- whose page is that?

6 A. Excuse me?

7 Q. Whose Facebook page is that?

8 A. I believe it's Rikel's.

9 Q. And her profile picture is the two of you  
10 together. Is that correct?

11 A. Correct.

12 MS. PARKER: I ask that we mark this as  
13 Defendant's one.

14 THE COURT: Any objection?

15 MR. CHEATHAM: The only objection I would  
16 have, Your Honor, is it wasn't made available in  
17 advance. This is the first time I have seen it.

18 THE COURT: I will overrule the objection.  
19 Go ahead.

20 MR. CHEATHAM: As far as her, Rikel's  
21 Facebook page, that would be hearsay.

22  
23 Whereupon, Defendant's Exhibit No. 1 was  
24 marked and entered into evidence.)

25 Q. So as a result of you meeting Rikel face -- to --

1 face, about how long after that, did your relationship  
2 be physical?

3 A. Very shortly afterwards.

4 Q. Okay. So you are admitting that you have  
5 committed adultery?

6 A. After I filed for separation. Yes.

7 Q. Okay. Do you recall when you told Janet that you  
8 were leaving her?

9 A. No.

10 Q. Could it have been Christmas Eve on 2012?

11 A. I don't recall.

12 Q. Once you told her, and then you left, is that  
13 correct?

14 A. I had an assignment.

15 Q. Okay. And how long were you gone that time?

16 A. I don't recall. I think it was a of couple  
17 weeks.

18 Q. So if Janet says that it's two or three months,  
19 you think you were only gone a couple weeks?

20 A. I believe I made contact with her prior to that.

21 Q. You made contact with her. When did you come  
22 back to your home?

23 A. Two or three months.

24 Q. Two or three months. And where did you stay  
25 during those two or three months?

1 A. Different assignments I had.

2 Q. Okay. So then when you came back, after those  
3 two or three months, were now like March of 2013, is  
4 that when you hired Mr. Cheatham?

5 A. I hired -- No. I hired him before Christmas, I  
6 believe.

7 Q. Okay. You hired him before Christmas. But you  
8 didn't file your paperwork until March of 2013.

9 A. I believe it was earlier than that. I'd have to  
10 verify.

11 Q. We will come back to that. Do you recall in --  
12 requesting Janet to sign over her interest in the home?

13 A. Yes.

14 Q. Tell me a little bit about that. Why did you do  
15 that?

16 A. I had put her name on the mortgage, on the deed  
17 of the house, and after I had filed for divorce, I  
18 requested her to take her name off of it. And I did  
19 not -- I the not realize that I could not do that  
20 also.

21 Q. You did not realize you could do what?

22 A. I could remove her name from it, as well as put  
23 it on it. The attorney that I had at the time, did not  
24 inform me that I could not remove her name.

25 Q. Why did you want to take her name off?

1 A. For the -- because of the issues I was having.

2 Q. What issues?

3 A. Domestic issues, of her yelling with me, yelling  
4 at me.

5 Q. So you were wanting to take her name off the deed  
6 because she yelled at you?

7 A. And I had filed for divorce.

8 Q. Okay. So that was in December, that you asked  
9 her to sign the deed. Is that correct?

10 A. I don't recall.

11 Q. Was Rick Hall the attorney that you contacted?

12 A. Rick Hall.

13 Q. And he actually prepared a deed. Didn't he?

14 A. Oh, Rick Hall. Yes, he did.

15 Q. Did she refuse to sign it?

16 A. Yes.

17 Q. And what was your reaction when she refused to  
18 sign it?

19 A. I was upset.

20 Q. Did you scream at her?

21 A. No. I was ---

22 Q. I'm sorry?

23 A. Nothing.

24 Q. Do you recall ever telling Janet that you wanted  
25 her out of home so you could move Rikel in?

1 A. I had said that. Yes, I did. I was very angry  
2 at the time. But I also let it pass.

3 Q. You let it pass?

4 A. Yes.

5 Q. Let what pass?

6 A. I didn't continue on it. I was just angry and I  
7 said something I shouldn't have said.

8 Q. So you really didn't mean it?

9 A. Correct.

10 Q. Did you loan Rikel 10,000 to fix the roof on her  
11 home?

12 A. Yes.

13 Q. Did she pay that back?

14 A. Yes.

15 Q. And here recently, did you also take \$80,000 from  
16 your retirement account to help her buy a home?

17 A. No.

18 Q. Did you take \$80,000 out of one of your  
19 retirement accounts for her to do something with it  
20 towards a home bill?

21 A. No.

22 Q. Nothing?

23 A. I have done nothing like that. No.

24 Q. Did you contact Ms. Crimm regarding the  
25 possibility of purchasing a home in Rhode Island?

1 A. Yes.

2 Q. You did?

3 A. (No response.)

4 Q. Have you purchased a home in Rhode Island?

5 A. No.

6 Q. And you and Rikel have a joint bank account. Is  
7 that correct?

8 A. Yes.

9 Q. And do you recall the mailing address on that  
10 joint bank account?

11 A. I think it's 564 South County Trail in Exidor,  
12 Rhode Island.

13 Q. Was it on that particular account, you have your  
14 mailing address as the Rhode Island?

15 A. No.

16 Q. Home.

17 A. My mailing address is South Carolina.

18 Q. Well, I was asking, for that particular account,  
19 you just said, the mailing address ---

20 A. Yes. Yes.

21 Q. And so on that account, you and Rikel have a  
22 joint checking account?

23 A. Correct.

24 Q. And the mailing address is the Rhode Island  
25 address?

1 A. Correct.

2 Q. Did you ever send any mail to or have anything  
3 sent to the marital home with Rikel's name on it?

4 A. Not that I can recall.

5 Q. Let's talk about your pets. What are their  
6 names?

7 A. Sammy, Max, Lady, Nicky.

8 Q. And two are dogs and two are cats?

9 A. Correct.

10 Q. And since you left in marital home in December  
11 2012, how often do you see them?

12 A. Well, I have tried to come down when she has  
13 permitted me in the house. I have tried to see them in  
14 this area, when I have come down to do repairs at the  
15 house.

16 Q. So you've seen them that hand full of times?

17 A. That's about it. Yes.

18 Q. And who would normally take the pets to the vet?

19 A. I would normally do it.

20 Q. Who's done it since December 2012?

21 A. Janet has. Actually, both of us have done it.  
22 If I met on a job site, she would take the pets to the  
23 Pet Smart. And if I'm home, either we would do it or I  
24 would do it.

25 Q. So when you were travelling, though, she would

1 take care of the pets?

2 A. Correct.

3 Q. So there could be some months that you wouldn't  
4 see these pets for three and a half weeks. Is that  
5 correct?

6 A. Correct.

7 Q. You think she does a good job at taking care of  
8 the pets?

9 A. Fair.

10 Q. Fair.

11 A. She does the best she can.

12 Q. Okay.

13 A. Lady needs an operation, unfortunately, so I  
14 wanted ---

15 Q. Has Rikel ever met the pets?

16 A. Excuse me?

17 Q. Has Rikel ever met the pets?

18 A. No.

19 Q. And I'm going to skip around just one second.  
20 You mentioned the surgery. You testified as to your  
21 ailments.

22 A. Yes.

23 Q. Isn't it true that some of these ailments, you  
24 had like, since you were in your mid 30s?

25 A. Correct.

1 Q. Okay. So this is -- these ailments, that's not a  
2 new thing?

3 A. I have some new ailments.

4 Q. But the majority of them, you have had since you  
5 were in your mid 30s?

6 A. Correct.

7 Q. So you testified that you valued the furniture in  
8 the home, plus the crystal and the stemware and the  
9 China, all of that around \$10,000?

10 A. Yes.

11 Q. Okay. And tell me what all is in the workshop.

12 A. Tools.

13 Q. What kind of tools?

14 A. Power tools, hand tools, work benches, radio  
15 equipment.

16 Q. What kind of power tools?

17 A. Saws, miscellaneous hand tools.

18 Q. What do you think the value, let's say of the  
19 saws, would be? What would be the value if you put all  
20 the saws together?

21 A. About 3 to 4,000.

22 Q. Okay. And what about the other power tools?

23 A. I have drills, sanders, all sorts of axillary  
24 equipment.

25 Q. The drills and sanders, if you were to put a lump

1 sum on all of your tools, power tools, hand tools, all  
2 of that, what would you think the average would be?

3 A. I would say at least five thousand.

4 Q. Five thousand?

5 A. Yes.

6 Q. But you said just saws alone are four thousand.

7 A. Correct. I don't know the exact amount.

8 Q. Okay. Is there a lawn mower in there?

9 A. Yes, it is.

10 Q. You know the value of that?

11 A. Two thousand.

12 Q. Okay. You testified that you gave Janet a  
13 diamond ring?

14 A. Correct.

15 Q. You are not asking the Court to give you that  
16 back, are you?

17 A. No. I'm not.

18 Q. Okay. Since you left in December of 2012, how  
19 have the household bills been paid?

20 A. I donated part of the money toward the bills.

21 Q. Okay. So you all, since December 2012, you all  
22 have actually, been working pretty good together with  
23 the finances. Is that correct?

24 A. Yes.

25 Q. And on an average, how much have you been paying

1 to Janet each month?

2 A. It varies.

3 Q. Okay. Can you give me an average?

4 A. Average, would probably be about 750.

5 Q. So each month, you gave her 750 --

6 A. Average.

7 Q. Average. Around \$750 a month?

8 A. Correct.

9 Q. And she could use that on her electricity, for  
10 the mortgage payment, for whatever?

11 A. Mortgage, animals, internet.

12 Q. Okay. So tell me a little bit about how you are  
13 paid. I know you testified earlier, that you have a  
14 base salary and then that you occasionally have bonuses.

15 A. Overtime.

16 Q. Overtime. I'm sorry. Overtime. So you would  
17 average, you testified that in one year, last year, I  
18 think you made over 80,000. Is that correct?

19 A. Correct.

20 Q. And then you said, you hadn't had so much  
21 overtime this year, but mostly your overtime occurs over  
22 fourth of July and Christmas. Is that correct?

23 A. During those holiday seasons.

24 Q. Okay. So that's why you don't have so much  
25 overtime because it's only March 12th?

1 A. That's correct.

2 Q. Okay. Okay.

3 A. If I could elaborate?

4 Q. Okay.

5 A. Three years ago I made 66,000, I believe, for the  
6 entire year.

7 Q. Okay. You testified that your father's death,  
8 there was an account set up at Wells Fargo. Is that  
9 correct?

10 A. Yes.

11 Q. And what year did your dad die?

12 A. I don't recall.

13 Q. He was alive in 2002. Is that correct?

14 A. It may be.

15 Q. When the account was set up?

16 A. I believe so.

17 Q. Okay. Do you recall how much was in that  
18 account?

19 A. No. I don't.

20 Q. If I said it was around \$109,000, would that seem  
21 right?

22 A. I guess. I don't know.

23 Q. Okay. And then, when that C.D., or that account  
24 matured, Wells Fargo sent a check, with your name and  
25 Janet's name on it... Is that correct?

1 A. Correct.

2 Q. So that money is what your attorney referred to  
3 as the Lincoln account. Is that correct?

4 A. It was rolled over into Lincoln. Yes.

5 Q. Okay. And Lincoln is a nonqualified account. Is  
6 that correct? It's kind of like a savings account?

7 A. I don't know.

8 Q. It's the difference between your tax dollars,  
9 whether it's pretax dollars or not. You could take that  
10 money out, and there would be no penalties. Is that  
11 correct?

12 A. I don't know.

13 Q. I will give you this. If you could identify  
14 that?

15 A. C.D. of my father. Yes.

16 Q. So that was the C.D. that your father -- that  
17 your father had set up?

18 A. Correct.

19 Q. And it's in his name, Lyle Shufelt?

20 A. Yes.

21 Q. And what does it say?

22 A. Pay on death.

23 Q. Okay. So it was a P. O. D account, and the two  
24 names were?

25 A. Um -- hmm.

1 Q. Were the two names ---

2 A. Kenneth and Janet.

3 Q. Okay. And how much was that?

4 A. 109.

5 Q. Okay. So \$109,000.

6 A. Right.

7 Q. So that is the origin of that Lincoln account  
8 that we have been talking about?

9 A. Right. Because I had her name put on that also.

10 Q. Okay.

11 MS. PARKER: Any objection?

12 MR. CHEATHAM: (No response.)

13

14 (Whereupon, Defendant's Exhibit No. 2 was  
15 marked and entered into evidence.)

16 Q. And that account, I think your attorney  
17 questioned you a little bit about this. It's titled in  
18 both names. Is that correct?

19 A. Correct.

20 Q. And do you understand the difference between  
21 marital and nonmarital property?

22 A. Vaguely.

23 Q. What is your understanding?

24 A. Well nonmarital would be obviously, when we were  
25 not married, and married would be, I believe when we

1 were married. I believe that, that's what it is.

2 Q. You're testifying that this account, which is now  
3 the Lincoln account, is a marital account?

4 A. That I had her name put on it. Yes.

5 Q. And I think now, that you testified earlier, that  
6 that account has approximately \$148,000 in it. Is that  
7 correct?

8 A. Yes.

9 Q. Okay. Let's talk about the other accounts. You  
10 testified that you made some improvement or addition to  
11 the marital home. And your attorney asked you where you  
12 got the money from, you said out of the principal  
13 financial account. Is that correct?

14 A. One of the accounts. Yes. I withdrew from more  
15 than one account.

16 Q. Okay. And he asked you a question regarding that  
17 account. And you said, it was earned during the  
18 marriage. Is that correct?

19 A. Yes.

20 Q. Okay. Now, which -- if you could look at your  
21 financial, I could hand it back up to you. I'm a little  
22 confused as to which is that account, the one that was  
23 earned during the marriage?

24 MS. PARKER: Your Honor, may I request a  
25 five minute recess so she can step out for one moment?

1 THE COURT: We will take a couple minutes.

2 MS. PARKER: Thank you, Your Honor.

3 (Whereupon, a brief recess was taken.)

4

5 THE COURT: I'll just remind, you sir, you  
6 are still under oath. Have a seat.

7 MS. PARKER: Thank you, Your Honor.

8

9 CROSS-EXAMINATION

10 Of Mr. Shufelt (Continued)

11 BY MS. PARKER:

12 Q. Prior to the break, Mr. Shufelt, I had asked you  
13 to identify which account that you are now referring to  
14 as principal financial, that's a marital asset. If you  
15 would look at your financial, and tell me which a  
16 account is that?

17 A. The principal is not on here.

18 Q. Okay.

19 A. The principal was my former account with L. V.  
20 Systems, which got rolled over to T. Row Price.  
21 Principal does not exist.

22 Q. Okay. So the one that's on here as T. Row Price,  
23 that is the one that you said that was accumulated  
24 during the marriage. It was a marital asset. Principal  
25 rolled into --

1 A. That was my retirement rolled into.

2 Q. So that was accumulated during the marriage?

3 A. And before.

4 Q. Okay. So on here you have two T. Row Price, one  
5 that's got \$304,161 and one that's got \$270,000. Are  
6 they two separate accounts?

7 A. No. There's only one account.

8 Q. So which account balance is correct?

9 A. The three hundred four, I believe is the correct.

10 Q. So \$304,161, and of that 304,161, how much of  
11 that is nonmarital?

12 A. I would have -- I don't know. I would have to  
13 divide they by 18 years, and by the year, by 18 and then  
14 multiply that times eight and that would be the amount  
15 of marital.

16 Q. But you testified that a portion of that is a  
17 marital asset?

18 A. Correct.

19 Q. All right. So now, let's look at the one that  
20 you have listed on page three, value of voluntary  
21 retirement account 234,161. Now what is that?

22 A. That was rolled over into T. Row Price.

23 Q. But you have that listed separately on your  
24 financial? If you would look on page three?

25 A. The 270?

1 Q. No. If you would look on page three, under where  
2 it says all marital property known to the parties. It  
3 says --

4 A. The total of T. Row Price, I believe is 304, and  
5 that's all of it. There's not two separate accounts.

6 Q. So on page three, where it says all marital  
7 property known to the parties, and you have got 234,000,  
8 what is that figure then?

9 A. I believe it's incorrect. It's just 304.

10 Q. Okay. Let's talk about Integrated 401 K.  
11 Savings. That is --

12 A. At T-Row Price.

13 Q. Okay. So these your 401 K --

14 A. Yes.

15 Q. -- that is reflected on your financial showing  
16 304,000?

17 A. Yes.

18 Q. Okay. When did you start that account? T. Row?

19 A. I didn't. It was principal dot com was, I mean,  
20 principal financial was transferred to T. Row Price when  
21 Intelligrated took over the company.

22 Q. Are you making any contributions to this account?

23 A. Yes.

24 Q. How much do you contribute to this account?

25 A. I'd have to check my W. 2.

1 Q. On your front page of your financial, if you  
2 would turn back to the front page? On the bottom, it  
3 says that you contribute \$2,126 a month. Is that  
4 correct?

5 A. I would have to check my W. 2. I believe that's  
6 correct.

7 Q. But if it's on here, it is a sworn statement,  
8 that should be a fair indication?

9 A. To the best of my ability. Yes.

10 Q. So for us to come up with a figure of what  
11 portion of that particular 401 K is marital and what  
12 portion is nonmarital, could we take that 2,126 per  
13 month and multiply it by the years of marriage? That  
14 wouldn't take into account the losses and gains but you  
15 think that would be a fair approach?

16 A. I don't know. But maybe.

17 Q. Okay. Let's talk about the Franklin Templeton  
18 Investment Account.

19 A. Okay.

20 Q. Again, on your financial there's two amounts  
21 listed.

22 A. Okay. There is only one amount. The total  
23 amount, I believe, is 161.

24 Q. That's not listed on your financial at all?

25 A. Franklin Templeton of 161 and Franklin Templeton

1 191. I'm sorry.

2 Q. So we add those two together.

3 A. No. It is just a single figure.

4 Q. Which figure?

5 A. I believe it is 191.

6 Q. And is any portion of that marital?

7 A. No.

8 Q. Did any portion of that accumulate after you got  
9 married?

10 A. I don't believe so.

11 Q. Do you have any documentation to show what the  
12 value of that account was, at the time of marriage?

13 A. I've been trying to get records of that, and I  
14 have not been able to.

15 Q. But you have two with Franklin Templeton. Is  
16 that correct?

17 A. One's only three thousand dollars. That's  
18 correct.

19 Q. So there's two. One is three thousand.

20 A. Right. Since I don't have the records in front  
21 of me, I can't give you an accurate figure.

22 Q. I'm going to show you this and have you identify  
23 that.

24 (There was a brief pause.)

25 Q. Could you identify that?

1 A. Franklin Templeton with my name on it. Yes.

2 Q. What is the date on that?

3 A. That is January 1, 2013.

4 Q. Okay. So that was close to your filing date. Is  
5 that correct?

6 A. Yes, it is.

7 Q. And how much is in -- what is the balance in  
8 that account?

9 A. Two hundred twenty -- five.

10 Q. So 225,000?

11 A. Yes.

12 Q. So actually, neither one of these figures are  
13 correct? The 191 is not correct, nor the 615. It is  
14 more like 225,000. Is that correct?

15 A. Actually, this, the money for the improvements, I  
16 have removed from this account. For the improvements in  
17 the house.

18 Q. You did improvements to the house?

19 A. Using this money.

20 Q. What is the date on that?

21 A. 2013.

22 Q. You testified earlier --

23 A. I'm sorry. No. That was before.

24 Q. So, those two, the Franklin Templeton should be  
25 somewhere close to 225,000. Is that correct?

1 A. Correct.

2 Q. Okay.

3 MS. PARKER: Any objection, John?

4 MR. CHEATHAM: (No response.)

5 (Whereupon, Defendant's Exhibit No. 3 was entered into  
6 evidence.)

7 Q. And I will ask you to identify this one. I think  
8 you testified to this but...

9 A. Correct.

10 Q. And what is that?

11 A. That was the other account, three thousand.

12 Q. Okay. So that is the Franklin Templeton account  
13 as well?

14 A. Yes.

15 MS. PARKER: Defendant's four, please?

16 (Whereupon, Defendant's Exhibit No. 4 was marked for and  
17 entered into evidence.)

18 Q. Do you recall you having a joint checking account  
19 with Janet?

20 A. Yes.

21 Q. Okay. And do you also have a joint IRA with  
22 Janet?

23 A. I don't believe so.

24 Q. I'm going ask you to identify this.

25 A. I don't --

1 Q. Can you identify what that is?

2 A. No. I don't know what it is.

3 Q. What does it look like it is?

4 A. It looks like an IRA.

5 Q. Okay. With which bank?

6 A. BB&T.

7 Q. Okay.

8 MS. PARKER: Do you have any objection?

9 MR. CHEATHAM: I don't think he's properly  
10 identified the document.

11 Q. Whose name is on that account?

12 A. Both of our names.

13 Q. And can you identify possibly, the account  
14 number?

15 A. No.

16 Q. Is that your joint account?

17 A. Yes, it is.

18 Q. So that is a statement from your joint account as  
19 of what date?

20 A. 2013.

21 Q. And what month?

22 A. January 28th.

23 Q. Of 2013?

24 A. Yes.

25 MS. PARKER: Any objection?

1 MR. CHEATHAM: No.

2 (Whereupon, Defendant's Exhibit No. 5 was marked for and  
3 entered into evidence.)

4 Q. And you testified earlier, but I did not get the  
5 information into evidence. Can you identify that?

6 A. Yes. That's my T. Row Price.

7 Q. So that's the T. Row Price that's on your  
8 financial?

9 A. On my 401. Yes.

10 Q. And this is the one that you testified that a  
11 portion of it is not a marital, a portion's marital?

12 A. Correct.

13 MS. PARKER: Any objection?

14 MR. CHEATHAM: Your Honor, this is as of  
15 March of 2014, which I don't think would be to a 2013.

16 MS. PARKER: Your Honor, we are  
17 acknowledging that it is a year after the date of  
18 filing, but it is the only thing that was provided to  
19 us.

20 THE COURT: You can put it in. It speaks for  
21 itself.

22 (Whereupon, Defendant's Exhibit No. 6 was marked and  
23 entered into evidence.)

24 Q. So in the integrated, the T. Row Price, you were  
25 paid \$2100 a month from your paycheck, would it go into

1 that account? The integrated 401 K?

2 A. Yes.

3 Q. Okay. And a portion of that, your employer,  
4 matched. Is that correct?

5 A. Depending on how well we did each year. Yes.

6 Q. So the typical 401 K. All right. So for  
7 clarification purposes only, we got the T. Row Price,  
8 which is part nonmarital and part marital, of which you  
9 have contributed at least 2,100 a month to?

10 A. Um-hmm.

11 MR. CHEATHAM: Your Honor, I would have to  
12 disagree. The one that she just handed up, doesn't show  
13 that he was making those kind of payments per month.

14 MS. PARKER: Your Honor, I'm relying on his  
15 financial. He just testified that he contributed  
16 \$2,126.

17 MR. CHEATHAM: That's as of that date. It  
18 wasn't throughout.

19 THE COURT: You can go ahead.

20 Q. Do you recall how long you have been making  
21 payments into your IRA, or your -- I'm sorry, your 401K?

22 A. Since I started, when I first started being  
23 employed.

24 Q. So it appears, into your finances you have been  
25 making large payments into this 401 K.

1 A. Yes.

2 Q. So for recap, we have got integrated, which is  
3 the T. Row Price. Correct?

4 A. Yes.

5 Q. You have got two Franklin Templeton. Is that  
6 correct?

7 A. Yes.

8 Q. You have got one, that's the Liberty -- I'm  
9 sorry -- Lincoln.

10 A. Yes.

11 Q. That one has approximately 148,000 in it. Is  
12 that correct?

13 A. Yes.

14 Q. And that's the one that the money from your dad,  
15 that was made payable to the two of you, you acknowledge  
16 that, that entire 148 is a marital asset. Is that  
17 correct?

18 A. No. I had her name put on it.

19 Q. You just testified that it have a marital asset.

20 A. Part of it.

21 Q. What part of it?

22 A. Whatever years we were married.

23 Q. Do you understand the difference between  
24 nonmarital and marital assets?

25 A. Yes.

1 Q. And you testified that anything that accumulated  
2 during the marriage, was a marital asset. Is that  
3 correct?

4 A. Yes.

5 Q. So in essence, this was an asset payable upon  
6 your dad's death --

7 A. Right.

8 Q. -- to both of you. Not just you, to both of  
9 you?

10 A. I had her name put on it. Yes.

11 Q. Answer my question. It was payable to both of  
12 you?

13 A. Yes.

14 MR. CHEATHAM: Your Honor, that check  
15 according to my recollection, and I could be wrong, was  
16 only like 104,000.

17 MS. PARKER: Your Honor, if you would look  
18 at exhibit ---

19 THE COURT: I think it is in here somewhere.

20 MS. PARKER: It is, Your Honor.

21 THE COURT: Maybe it will help it go a  
22 little better; I don't expect Mr. Shufelt to have any  
23 legal understanding, necessarily, but I just want to  
24 feel compelled to point out, the fact you put her name  
25 on it, is not relevant to whether it is marital or not.

1 WITNESS: I understand that, Your Honor.

2 THE COURT: Well, you seem to think because  
3 you put the name on it, no part of it could be hers or  
4 something. That's just not true. Go ahead.

5 MS. PARKER: Thank you, Your Honor.

6 Q. I'm going to hand this up and ask you to identify  
7 that, please? Can you identify that?

8 A. An investment.

9 Q. And for what company?

10 A. Lincoln Financial.

11 Q. Okay. And is that the one that's reflected on  
12 your --

13 A. I believe it is.

14 Q. Financial. For approximately 148,000?

15 A. Yes.

16 Q. And that's the one that you testified is marital,  
17 that was part of Lyle Shufelt went to that. Is that  
18 correct? It's got joint names beside it.

19 A. I'm not sure if it went into the Lincoln  
20 Financial or Franklin Templeton. I'm not sure which  
21 account it went into.

22 Q. You testified earlier, that the reason why you  
23 had it down here at the bottom, and it says joint, is  
24 because that was the account that you put Janet's name  
25 on. Is that correct?

1 A. I believe so.

2 MS. PARKER: Any objection?

3 MR. CHEATHAM: No.

4 (Whereupon, Defendant's Exhibit No. 7 was entered into  
5 evidence.)

6 Q. You testified earlier, that you drove a 2013  
7 Prius. Is that correct?

8 A. Yes.

9 Q. And where did the money come from to buy that  
10 Prius?

11 A. Took it out of my retirement account.

12 Q. And how much was that?

13 A. I believe it was 30 thousand.

14 Q. 30 thousand dollars?

15 A. Oh, correction. I had some in savings. I think  
16 it was 25.

17 Q. Okay. And do you still have that savings  
18 account?

19 A. Yes. I do.

20 Q. Okay. Where is that reflected on your --

21 A. It's in BB&T. It's only one or two thousand in  
22 it.

23 Q. But look on your financial and tell me where  
24 that's reflected.

25 A. I don't see it on here.

1 Q. It's not on there?

2 A. (No response.)

3 Q. That savings account, was that just in your name?

4 A. Yes.

5 Q. And how much money did you say is in that a  
6 account?

7 A. One or two thousand.

8 Q. Do you recall, so when did you buy the Prius?

9 A. 2013.

10 Q. Okay. So at the time of filing of this action,  
11 you had at least 25,000 in it. Is that correct?

12 A. I took that out of my retirement.

13 Q. You said you took it out of savings?

14 A. No. I took it out of my retirement. I took the  
15 remainder out of my savings.

16 Q. How much did you take out of savings?

17 A. It must have been about five thousand.

18 Q. I'm sorry?

19 A. It must have been about five thousand.

20 Q. So 2000 thousand --

21 A. 25 thousand came out of my retirement.

22 Q. And which retirement account was that?

23 A. I don't know I would have to find out from the  
24 bank, which one I took it out of.

25 Q. And then five thousand came from your savings?

1 A. Correct.

2 Q. So at the time of filing, if it's got one or two  
3 thousand now, you would say approximately seven or eight  
4 thousand was in there?

5 A. No.

6 Q. How much?

7 A. Approximately, approximately the same amount, two  
8 or three thousand, I believe.

9 Q. At the time of filing?

10 A. I think we had five or six thousand, which  
11 included my expense report from traveling, which I owed  
12 to my Discover Card. It wasn't all our joint money.

13 Q. No, sir. I'm not talking about your joint  
14 account. You just testified that you had a savings  
15 account in just your name, that you removed money from  
16 to buy this car.

17 A. After I separated.

18 Q. And I'm asking you, as of the date of filing,  
19 which was in February of 2013, how much money was in  
20 that account, and you said you removed five to buy the  
21 car.

22 A. Right.

23 Q. So we know it had at least five thousand in  
24 there. Is that correct?

25 A. Correct.

1 Q. And you just testified --

2 A. Must have been about six or seven thousand.

3 Q. Okay. And then you had another BB&T account, but  
4 that was just for expenses. Is that correct?

5 A. Yes.

6 Q. And what kind of car does Janet drive?

7 A. A 2004 Malibu.

8 Q. How many miles is on that? Do you have any idea?

9 A. About 140,000.

10 Q. 140 thousand? What do you think that's worth?

11 A. I'd say about 3,000.

12 Q. Okay. Do you recall a hearing being scheduled in  
13 January of this year?

14 A. Mediation?

15 Q. No. A hearing.

16 A. Yes.

17 Q. In fact, you were, I believe you were sick that  
18 day. Wasn't that right?

19 A. That's correct.

20 Q. Okay. And as a result of that hearing, do you  
21 recall what Judge Nease ordered?

22 A. No. A doctor's statement.

23 Q. No. As a result of that hearing, did she require  
24 you and Mrs. Shufelt to do anything else?

25 A. No.

1 Q. Did she require you to go to mediation again?

2 A. Yes.

3 Q. And who did she require to pay for the mediation?

4 A. Us.

5 Q. No. She required you to pay it. Not Janet. Is  
6 that correct?

7 A. Not that I know of.

8 Q. I'm going to hand you a document and have you  
9 identify this. It doesn't appear that it is in the  
10 order of continuance that you were to pay, but were you  
11 there at mediation?

12 A. Yes. I was.

13 Q. And did you pay the entire bill of Mr. Matthews?

14 A. No. I paid my portion of it.

15 Q. Okay. If I told you that she did not pay any of  
16 it, would you disagree with that?

17 A. I wouldn't know.

18 MR. CHEATHAM: That's speculation, Your  
19 Honor. Hearsay.

20 THE COURT: Sustained.

21 Q. I'm sorry. I will have you identify this  
22 document.

23 MR. CHEATHAM: Your Honor, I don't really  
24 see how this is Germane to anything before the Court. I  
25 mean, it is totally irrelevant.

1 BY MS. PARKER:

2 Q. Can you identify that document?

3 A. I am not sure. My attorney saw it. I hadn't  
4 seen it.

5 Q. If you will turn to the second page?

6 A. Sure.

7 Q. If you will read in here?

8 MR. CHEATHAM: I'm assuming that objection  
9 renders throughout all of this.

10 THE COURT: Yes, sir. The order says what  
11 it says, and I will take judicial notice of it.

12 Q. If you could just read that?

13 A. Okay. I find that the case shall be mediated  
14 again, and the plaintiff shall schedule and pay for the  
15 mediation as required by chosen mediator.

16 Q. Now, that's sufficient. You testified earlier  
17 that there's also a motorcycle located in the -- - your  
18 shop?

19 A. Yes.

20 Q. What year is that?

21 A. '75, 1975.

22 Q. Okay. And was the value of that motorcycle?

23 A. Fifty bucks.

24 Q. Okay. So for the purpose of today's hearing, you  
25 are asking for what things, personal items?

1 A. Everything out of the workshop.

2 Q. Everything out of the workshop?

3 A. Obviously, my clothes, watch.

4 Q. I'm sorry? Clothes?

5 A. My ring, watch, my mother's diamond, china and  
6 stemware.

7 Q. Okay. China and stemware. Where did those come  
8 from?

9 A. England. And the China, I was working at a plant  
10 in Missouri that made the, distributed the China.

11 Q. Did someone give that to you all, one of those as  
12 a wedding gift?

13 A. No.

14 Q. No. Anything else? I interrupted you. I'm  
15 sorry. Anything else out of the house?

16 A. My animals.

17 Q. Your animals?

18 A. Yes.

19 Q. So, who is going to take care of these animals  
20 when you are traveling?

21 A. Rikel, until I find a place to live.

22 Q. Okay. Until they find a place to live?

23 A. Until I find another place to live.

24 Q. So who is going to take care of them when you are  
25 traveling and Rikel's not in the house?

1 A. I will have a pet sitter.

2 MS. PARKER: One moment, Your Honor.

3 (There was a brief pause.)

4 Q. Just briefly, could you estimate how much money  
5 you may have spent on Rikel during your marriage?

6 A. After I filed?

7 Q. Or any time, before or after?

8 A. I paid my portion of the rent and utilities.

9 Q. How much was that?

10 A. Approximately, I believe I wrote it down on the  
11 financial declaration.

12 Q. Okay. Let's look at that. So it's \$600 a month  
13 in rent?

14 A. (Nods). Approximately

15 THE COURT: You have to say yes or no, sir.

16 WITNESS: Yes.

17 Q. So the rent's 1200 a month?

18 A. Yes.

19 Q. Okay. All right. And what else did you say you  
20 paid?

21 A. I paid for utilities, I paid for cable, I paid  
22 for my cell phone.

23 Q. That's up in Rhode Island? All of those things?

24 A. Correct.

25 Q. What about when you all went out to dinner?

1 A. Mutual. She would pay or I would pay.

2 Q. Okay. Did you ever buy her gifts or anything  
3 like that?

4 A. I bought her a ring.

5 Q. Okay the engagement ring?

6 A. Yes.

7 Q. How much was that?

8 A. 15 hundred.

9 Q. Where did that money come from?

10 A. My savings. Personal savings.

11 Q. Okay. So that was the savings account that you  
12 just testified to that at the time of filing, you  
13 thought had \$6,000 in it?

14 A. Approximately. Yes.

15 Q. So it continued to accrue after took the 5,000  
16 out, there was still enough in there for you to take  
17 another 1500 out to buy her that ring?

18 A. Yes.

19 Q. And as of today, what do you think is in that  
20 account?

21 A. About 2,000.

22 Q. Do you have any accounts that I have missed?

23 A. I don't know. I don't think so.

24 Q. Okay.

25 MS. PARKER: Your Honor, I have no further

1 questions.

2 THE COURT: Any redirect, Mr. Cheatham?

3 RE-DIRECT EXAMINATION

4 Of Mr. Shufelt

5

6 BY MR. CHEATHAM:

7 Q. Okay. Since you left the marital residence,  
8 money has been going in and out of these accounts. Is  
9 that correct?

10 A. Yes.

11 Q. Now, it looks like the Lincoln account, there was  
12 109 put in there. Was any other money added? How did  
13 it get up to 140 something?

14 A. Re -- invest.

15 Q. What?

16 A. I re -- invest the dividends.

17 Q. So you are saying you earned \$40,000 in what  
18 period of time?

19 A. Many years. It must be --

20 Q. When did your father pass away?

21 A. 1995, I think. I'm not really sure.

22 Q. The Lincoln -- it says in '08 effective date.  
23 Does that sound about right?

24 A. It sounds about right. I'm not really sure.

25 Q. I'm looking at exhibit 7, Defendants.

1 A. Yes. I'd say it would be correct.

2 (There was a brief pause.)

3 THE WITNESS: Your Honor? Oh...

4 Q. Now -- -

5 A. I have to go to the bathroom.

6 Q. I didn't ask you a question. Was it an answer to  
7 my previous question?

8 MS. PARKER: He said he has to use the  
9 restroom. That's what he said.

10 MR. CHEATHAM: Okay. Go ahead.

11 THE COURT: Go right ahead.

12 (There was a brief pause.)

13 THE COURT: Have a seat. Okay. Mr.  
14 Cheatham?

15

16 RE-DIRECT EXAMINATION

17 Of Mr. Shufelt (Continued)

18

19 BY MR. CHEATHAM:

20 Q. Okay. Now, in reference to your financial  
21 declaration, did we attempt to go in at the bottom of it  
22 and try to separate out, as best we could, what was  
23 calculated as premarital?

24 A. Yes.

25 Q. But do to be perfectly candid, we had trouble

1 calculating that to some extent, because we couldn't get  
2 the actual bills on the actual dates.

3 A. Correct.

4 Q. Okay. All right. And this would be at least one  
5 of them that we found. Is that correct?

6 A. Yes.

7 Q. And what is that?

8 A. It is the year end statement January 1, 2005 to  
9 December 2005, Franklin Templeton Investments of 61,000.

10 Q. Okay.

11 MR. CHEATHAM: We would move to introduce.

12 THE COURT: Any objection?

13 MS. PARKER: No objection, Your Honor.

14 THE COURT: Let her mark it.

15 (Whereupon, Plaintiff's Exhibit No. 1 was entered into  
16 evidence.)

17

18 MR. CHEATHAM: Okay. That's all I have.

19 THE COURT: You can step down. Do you have  
20 any other witnesses, Mr. Cheatham?

21 MR. CHEATHAM: No, sir, Your Honor.

22 THE COURT: Okay. So you are resting your  
23 case?

24 MR. CHEATHAM: Yes.

25 THE COURT: Okay. And we will break for

1 lunch. Two o'clock.

2 MS. PARKER: Thank you, Your Honor.

3

4 (Whereupon, a recess was taken.)

5

6 MR. CHEATHAM: Your Honor, I have a fee  
7 affidavit that I'd like to introduce, if no one has an  
8 objection.

9 MS. PARKER: No objection.

10

11 (Whereupon Plaintiff's Exhibit No. 2 was  
12 entered into evidence.)

13 THE COURT: Okay. Okay, Ms. Parker, are you  
14 ready?

15 MS. PARKER: I am, Your Honor. I would call  
16 Janet Shufelt to the stand, please.

17 THE COURT: Would you come up, please?  
18 Okay. Would you raise your right hand?

19 (Whereupon, Janet Shufelt, first having been  
20 duly sworn, testified as follows:)

21 THE COURT: Okay. Have a seat. Be sure to  
22 speak up, please?

23 THE WITNESS: Uh-huh.

24

25

## DIRECT EXAMINATION

Of Mrs. Shufelt

1

2

3

4 BY MS. PARKER:

5 Q. Would you state your full name for the record.

6 A. Janet Marie Shufelt.

7 Q. And where do you currently reside?

8 A. 124 House Street West Columbia, South Carolina.

9 Q. And this is in the county of Lexington. Is that  
10 correct?

11 A. Yes.

12 Q. Where are you currently employed?

13 A. Lexington Medical Extended Care.

14 Q. How long have you been employed?

15 A. For ten years.

16 Q. If you could tell the Court how you met Mr.  
17 Shufelt?18 A. We met in Boston Massachusetts, at a dance. We  
19 both like to dance. And that's how we started dating.

20 Q. And when was that?

21 A. That was in 1993.

22 Q. And did you move in together at any time?

23 A. Yes. We moved in together 1994.

24 Q. And when did you marry?

25 A. We married 2005.

1 Q. All right. And what brought you to Lexington  
2 County?

3 A. Ken had a job down here in actually, Myrtle  
4 Beach, and just fell in love with it down here. So he  
5 brought me down on his next job. And I fell in love  
6 with it too. So we said the first chance we could get,  
7 we'd love to come. So, we had an opportunity to come  
8 down here for a month for a job. So he met some people  
9 and started looking at real estate. So we decided that  
10 we would move here.

11 Q. And you purchased the home in what year?

12 A. 2004.

13 Q. Okay. And you got married in 2005. Is that  
14 correct?

15 A. Yes.

16 Q. Okay. Were you happy with your relationship with  
17 your husband?

18 A. Yes.

19 Q. Did you love him?

20 A. Yes.

21 Q. Did you think you made a good partnership?

22 A. Yes.

23 Q. Did you have fun together?

24 A. Yes.

25 Q. You heard the plaintiff testify that they would

1 agree that the marital home was valued somewhere around  
2 the assessed value of somewhere around \$164,000? Is  
3 that the fair value of the home?

4 A. Yes.

5 Q. Does that leave about 65,000 in equity. Is that  
6 correct?

7 A. That's correct.

8 Q. And you are asking the Court today, to allow you  
9 to continue to reside there. Is that correct?

10 A. Yes, I am.

11 Q. Tell me a little bit about why you love your  
12 home.

13 A. I left Boston and moved here. I left my family  
14 and my friends, and this is the first and only home I  
15 have lived in since we have been here. And we worked  
16 very hard putting it all together and I just feel like  
17 it's very -- it's a safe neighborhood. I have been  
18 there now 10, 11 years. And have it fixed up the way I  
19 need to have it fixed up. And I feel comfortable there  
20 and the animals feel comfortable there. It's always  
21 been the plan to retire, so I'd like to really continue  
22 that plan. I need to follow through on that. I feel  
23 that my commitment has been demonstrated to the home. I  
24 have taken care of things properly all of the time that  
25 -- - even in these past three years, that I have been

1 alone there, but even prior to that also.

2 Q. Okay. If the Court were to award the home to  
3 you, do you feel that you would be able to refinance the  
4 mortgage that's in both names?

5 A. Yes.

6 Q. So you feel like you would be able to get that  
7 mortgage out of his name and your name?

8 A. Yes.

9 Q. And how much time do you think you would need to  
10 do that?

11 A. Well after all this is finalized, probably within  
12 a year or two.

13 Q. Okay. Let's talk about your pets. What are  
14 their names?

15 A. Lady Eve and Nicky, Sammy and Max.

16 Q. Okay. And do they have any kind of special needs  
17 or anything?

18 A. They do. Lady's got arthritis now, and she has  
19 to take medication for that, and she has a lot of  
20 allergies where she has to eat special food and baths  
21 and her feet get infected. And Max, he's fine. He'd a  
22 long haired cat. He just needs a lot of shaving. And  
23 Sammy and Nicky are fine. They have been so sweet. We  
24 have been together through thick and thin. So I'd  
25 really like to keep us together, because we have had a

1 lot of loss.

2 Q. Okay. You currently drive a 2004 Malibu Max. Is  
3 that correct?

4 A. Yes.

5 Q. And you heard the plaintiff say he thought that  
6 was valued somewhere around \$3,000 dollars? Do you  
7 think that's a fair value for that car?

8 A. Yes, I do.

9 Q. Okay. You heard the plaintiff testify that he  
10 thought there was around \$10,000 dollars worth of  
11 furniture and furnishings located in the home. You  
12 think that's a fair value of what's located inside the  
13 home?

14 A. Yes. I do.

15 Q. And you heard the things that he wanted out of  
16 the home. Do you have a problem with any of the things  
17 that he wanted out of home?

18 A. I did. With the China and the stemware, that was  
19 part of our ---

20 Q. Okay. So --

21 A. -- time together.

22 Q. So you want the China and stemware?

23 A. Yes.

24 Q. And I think he had testified that he wanted the  
25 diamond, his mother's diamond, a watch, his clothing and

1 the tools in the shed. And his coin collection, I  
2 think, was valued at \$5,000 dollars. Are you okay that  
3 he takes those items?

4 A. Yes. I'm okay with that. Some of the tools, I'd  
5 like to keep.

6 Q. Okay. Is there anything outside of the workshop  
7 that you would like to keep?

8 A. Yes. The lawnmower and the ladders, I really use  
9 those a lot, and I would really like to retain those.

10 Q. Okay. You are asking the Court today, to grant  
11 you a divorce, based on adultery. Is that correct?

12 A. Yes.

13 Q. Can you tell me a little bit about how you came  
14 to know about the adultery.

15 A. I came to know about the adultery through e-mails  
16 that came to my attention between Mr. Shufelt and Mrs.  
17 Lighten, a trip they were planning to go to California.  
18 Then over the past three years, it's come more to light  
19 and Mr. Shufelt has told me himself, and then through  
20 all the various other things that have come up, the bank  
21 accounts, they have -- they had a credit union account.  
22 Some mail was coming to the house in their names. And  
23 mainly, because Mr. Shufelt would tell me himself. He  
24 flip -- flops, though. He wants to be in a  
25 relationship, then, doesn't want to be in a relationship

1 and then -- but I come to realize how much deception  
2 that has been with the finances, and never once, has  
3 there been a thorough financial statement presented to  
4 us through two mediations and two hearings. And that's  
5 why we are here today, because I've never had a thorough  
6 understanding of all the finances and assets. That's  
7 why I asked you to help me put it all together to  
8 present to the courts.

9 Q. Okay. Can you tell me a little bit about this  
10 Wizard Game thing?

11 A. He Wizard Game became very popular with Mr.  
12 Shufelt. He became a wizard at the Wizard Game. I  
13 mean, he's very smart when it comes to computers. And  
14 he would play on it all of the time and through that,  
15 had made some associations that I didn't feel were  
16 proper for a married man. And through some  
17 circumstances, I found out that he's had two affairs  
18 through that game. One woman called Sweet Pea and the  
19 other Ms. Lighten. And actually, he told me he was  
20 seeing them both at the same time. They both lived in  
21 Virginia, and he would see them both. He gave up Sweet  
22 Pea because she wasn't worth it, and he is still with  
23 Rachel, but I was never informed that they were engaged  
24 until she told me. She told me they were engaged right  
25 away when they first met and he bought her a ring, and

1 she can't live without him.

2 Q. Okay. Did you ever seek marriage counseling?

3 A. Yes, I did. When he walked out of the home at  
4 Christmas 2012, I went to marriage counseling in  
5 January. I went to counseling for a few months.

6 Q. Okay.

7 A. I did a few sessions. And it helped me a lot, to  
8 put myself back together and understand that I could get  
9 my own divorce.

10 Q. Okay.

11 A. And pursue my own life.

12 Q. So you testified he left at Christmas, and how  
13 long was he gone?

14 A. He left 2012, Christmas.

15 Q. And how long was he gone?

16 A. It's been three years now, he's been gone out of  
17 the home.

18 Q. Okay. Since he left, has he been giving you any  
19 money?

20 A. Yes. We have a temporary relief, that you  
21 designed to help me, that he would put so much into the  
22 checking account.

23 Q. How much?

24 A. It varies between \$600 and \$750.

25 Q. Okay.

1 A. Because of certain seasons of the year and some  
2 things would get paid off and whatnot, for the  
3 household.

4 Q. So you were using that money in order to maintain  
5 the status of which you were living. Is that correct?

6 A. That's correct. Basics -- really. Yes. That's  
7 correct.

8 Q. I notice you said you had \$10,000 dollars worth  
9 of furniture. Is any of that furniture extravagant  
10 expensive furniture?

11 A. No. It is made out of wood. A lot of our pure  
12 wood. We like the oak color.

13 Q. Okay.

14 A. It is very nice.

15 Q. Okay. I'm going to hand you something and ask  
16 that you identify this document. If you could identify  
17 that for me?

18 A. This is my 401K -- -

19 Q. Okay.

20 A. -- from work.

21 Q. And what's the statement date?

22 A. December 31st 2012.

23 Q. No. Actually ---

24 A. Oh wait. I'm sorry. That's the balance. Oh,  
25 it's January 2013 to March 2013. It is a statement.

1 Q. Okay. And how much did you have in your 401K?

2 A. \$72,068.95.

3 Q. Okay.

4 MS. PARKER: Any objection, John?

5 MR. CHEATHAM: No.

6

7 (Whereupon, Defendant's Exhibit No. 8 was  
8 entered into evidence.)

9

10 Q. And all of that 401 K was accumulated during your  
11 marriage. Is that correct?

12 A. That's correct.

13 Q. What portion, what percentage of the entire  
14 marital estate, do you feel that you are entitled to as  
15 far as the percentage?

16 A. Of the marital what?

17 Q. The marital estate?

18 A. Marital estate? Well, I thought about this a  
19 lot. I think I'm entitled to 50/50 because it was real  
20 partnership. We did everything together, planned  
21 everything together.

22 Q. Okay. How did you come about to hire me as your  
23 attorney?

24 A. Well, what happened was, when I received the  
25 legal separation papers, I felt like I needed some

1 advice to help me understand the documents. So, I  
2 brought them to you. But I first met you a few months  
3 prior to that, when Mr. Shufelt was re -- mortgaging the  
4 home, and wanted to take my name off of the deed and all  
5 of that for the -- he told me it was because of the  
6 Homestead Act. But what happened was, he attempted it  
7 three times. And each time that we went there, the  
8 lawyer would tell me, why are you signing this? You  
9 know, they advised me not to sign it. And I told them  
10 all about it ---

11 MR. CHEATHAM: Your Honor, that would be  
12 hearsay.

13 THE COURT: Sustained.

14 THE WITNESS: I'm sorry.

15 Q. But you eventually hired ---

16 A. I went into your office because after that, I had  
17 some questions about what the heck was it all about, and  
18 so you looked it up for me, and explained it to me. So  
19 we talked a lot about it.

20 Q. So after you retained me, once you got served  
21 with the papers Mr. Cheatham drafted?

22 A. Yes.

23 Q. And would you have had to hire me, if it hadn't  
24 been for his adultery?

25 A. I don't believe so.

1 Q. Okay. How many mediations did we have?

2 A. Two.

3 Q. And although the Court ordered Mr. Shufelt to pay  
4 the mediator on the second one, the Court didn't order  
5 him to pay my fees. Is that correct?

6 A. Yeah. I really...

7 Q. You still have to pay me?

8 A. Oh, yes, ma'am. Yes.

9 Q. And you are asking the Court today, to require  
10 the plaintiff to pay your attorney's fees?

11 A. Yes, ma'am.

12 Q. If you could identify that document?

13 A. Yes. That's our document.

14 Q. Okay. What does that say, as far as the amount  
15 due to me?

16 A. \$13,790 dollars.

17 Q. Okay.

18 MS. PARKER: Any objection, John?

19 MR. CHEATHAM: Your Honor, I would have an  
20 objection to the form of the affidavit, as the Supreme  
21 Court has said that it must be detailed in order to  
22 award attorney's fees in the family court.

23 THE COURT: I don't think that goes toward  
24 admissibility though. I think that goes towards what's  
25 actually awarded. You can put it in.

1 MR. CHEATHAM: I'm sorry. I didn't  
2 understand it.

3 THE COURT: Pardon me?

4 MR. CHEATHAM: I didn't understand that.

5 THE COURT: I don't think your objection  
6 goes toward whether it's admissible or not. I think she  
7 can still put the affidavit in. That's part of the  
8 argument as to how much, if any, you are going to get,  
9 and all of that sort of thing. The things that the  
10 Court has to consider. There are other factors here he  
11 has to consider too. So...

12 MR. CHEATHAM: Again, just note my objection  
13 as ---

14 THE COURT: Yes, sir.

15

16 (Whereupon, Defendant Exhibit No. 9 was  
17 entered into evidence.)

18 Q. In fact, Janet, when we were here in January, for  
19 the final hearing, which resulted in the order of  
20 continuance signed by Judge Nease, did you and I meet  
21 and we prepared for that hearing?

22 A. Yes.

23 Q. Just a few more. So as a recap, we know what  
24 we're asking the Court for. You testified that you want  
25 the marital home, \$65,000 in equity?

1 A. Yes.

2 Q. You testified as to the furniture and furnishings  
3 in the home.

4 A. Yes.

5 Q. You are willing that Mr. Shufelt could get his  
6 coin and stamp collection, motorcycle, the watch, the  
7 diamond, all of the things he prior testified to. Is  
8 that correct?

9 A. Yes.

10 MR. CHEATHAM: Your Honor, all of this has  
11 been asked and answered, and she's testified.

12 THE COURT: Go ahead. Overruled.

13 Q. You are also wanting the use of the lawnmower?

14 A. Yes.

15 Q. And then you testified just then to two ladders  
16 and then your car?

17 A. Yes.

18 Q. And you are willing to take care of the  
19 insurance, and taxes, and maintenance on your car. Is  
20 that correct?

21 A. Yes.

22 Q. And you understand if the Judge grants you the  
23 marital home, you may have to get that refinanced in the  
24 future?

25 A. Yes, ma'am.

1 Q. You are also asking for your pets?

2 A. Yes, ma'am.

3 Q. And you are asking for spousal support. Is that  
4 correct?

5 A. Yes, ma'am.

6 Q. Would average be around 650 a month?

7 MR. CHEATHAM: Objection, Your Honor. She's  
8 leading the witness.

9 THE COURT: Sustained.

10 Q. I'm going to hand up your financial, which is  
11 already in the record.

12 A. Um -- hmm.

13 Q. If you would look at the amount of your net  
14 income. What is that?

15 A. 1,953.72.

16 Q. Okay. If you turn to the second page, what is  
17 the amount of your expenses at the very bottom that you  
18 need in order each month?

19 A. \$2,445.00.

20 Q. So you are asking for the difference between  
21 those two?

22 A. Yes.

23 Q. How old are you?

24 A. 65.

25 Q. So the two of you are really close in age?

1 A. Yes.

2 Q. How is your health?

3 A. Well, I was supposed -- going to have an  
4 operation in January on my feet, but I had to postpone  
5 it because of all of this, you know, we have been going  
6 through so I do need to have both feet operated on, and  
7 I do have limited motion, rotation on my left shoulder  
8 that I have to see an orthopaedics about. And I'm going  
9 to retire soon. So, I would need to keep myself as  
10 comfortable as possible right now, to go through all of  
11 that. And it would be helpful if I could stay in the  
12 home.

13 Q. Do you have medical insurance, currently?

14 A. Mr. Shufelt's.

15 Q. If he does not cover you for a period of time,  
16 will you have health insurance?

17 A. I could seek health insurance at my job, or after  
18 I retire, Medicare.

19 Q. Okay. Are you asking the Court to require Mr.  
20 Shufelt to keep you insured for a period of time until  
21 you can get your own insurance?

22 A. Yes.

23 MS. PARKER: Your Honor, I have no further  
24 questions.

25 THE COURT: Cross examine?

## 1 CROSS EXAMINATION

2 Of Mrs. Janet Shufelt

3

4 BY MR. CHEATHAM:

5 Q. Now, as far as the health insurance, you can get  
6 health insurance cheaper through the medical center,  
7 than you could any where else?

8 A. At the where?

9 Q. Your place of employment, Extended Care?

10 A. I don't know if it would be cheaper.

11 Q. It is a group policy, isn't it?

12 A. Yes.

13 Q. Group policies are generally cheaper than  
14 individual policies.

15 A. I don't have an individual policy.

16 Q. I know but they are usually cheaper. You  
17 wouldn't disagree with that?

18 A. Oh, I see what you are saying.

19 Q. And are group policies usually cheaper than  
20 individual policies. Would you agree with that?

21 A. I really don't know that. I don't know for sure.

22 Q. Now, in reference to -- do you have any of your  
23 financial declarations up there?

24 A. I have the -- Mr. Shufelt's.

25 Q. Which one?

1 A. I have this.

2 Q. The last one?

3 A. I have Mr. Shufelt was up here.

4 Q. Oh, okay. Okay. Can you identify that document?

5 A. This is my -- it says, wife, mother. This is my  
6 financial document that I submitted to my attorney.

7 Q. Okay. And that was the first one you did?

8 A. Yes. I assume. I'm trying to see a date. Yes.

9 2013.

10 Q. Okay. And I show you this.

11 A. Uh -- huh.

12 Q. Can you identify that?

13 A. This is, I guess the same document -- oh.

14 Q. It is the same what?

15 A. It looks like the same layout. It is a financial  
16 declaration.

17 MR. CHEATHAM: I would request it be marked.

18 Any problem with that?

19 MS. PARKER: No objection.

20 (Whereupon, Defendant's Exhibits No. 10 and  
21 Defendant's Exhibit No. 11 was entered into  
22 evidence).

23 A. One seems to be signed and the other one isn't.

24 Q. What number is this? 11.

25 MR. CHEATHAM: Your Honor, this is a copy,

1 if you would like, Defendant's 11.

2 Q. Now, you filed these two financial declarations  
3 for consideration by the Court. Is that correct?

4 A. I made out one for my lawyer. I don't know where  
5 the other one came from. This isn't mine. I don't --  
6 I don't know now. Because this has 63 and this says I'm  
7 65. And at the time of filing, I wasn't 65. So...

8 THE COURT: I would suggest that they were  
9 done at different times.

10 MR. CHEATHAM: Yes we admit that.

11 THE COURT: That's why the age is different.

12 MR. CHEATHAM: They were done at different  
13 times. Yes. One was done in, 2013 and one was the  
14 other one was done in 2013 also. One was in May and it  
15 was faxed to me as is evidence by Mrs. (Inaudible)

16 Q. Now, at this particular time, in the faxed one  
17 that was in May, you indicated income of 1950. Is that  
18 correct?

19 A. I'm assuming that this is what my lawyer sent  
20 you. Correct?

21 Q. That's correct.

22 A. So, yes.

23 Q. On the order one, you have income of 33,026.22.  
24 Is that correct? The one you filed today?

25 A. I don't know about that. I don't think I made

1 that much more from one year to the other.

2 Q. Look back to the last page and tell me whether  
3 that's your signature on page four?

4 A. That's my signature there. This one is -- this  
5 one is not signed.

6 Q. I asked you to look at the other one, at page  
7 four, and tell me whether or not that was your  
8 signature, please?

9 A. It looks like my signature.

10 Q. Okay. I know the other one was not signed but it  
11 was sent to me, by your attorney. Now, do you have a  
12 situation where -- did you provide any of this income on  
13 the first one there, or no?

14 A. Which one?

15 Q. The one that shows the 1900 was done in May.

16 A. She has all of the information that I gave her.

17 Q. So you provided that information?

18 A. Yes.

19 Q. Okay. Now, have you had any pay increase this  
20 year?

21 A. This one is a different year all together. This  
22 is 2013. This is 2014. So I have had -- I get a  
23 raise every year.

24 Q. All right.

25 A. And we got a bonus, you know, like a bonus raise,

1 a cost of living raise too.

2 Q. How much is that?

3 A. Off the top of my head, I really can't say. But  
4 whatever it was -- it looks like it was a dollar or  
5 something, maybe. You know, the hourly rate was \$21.22  
6 then it was \$20.16. It looks like a dollar.

7 Q. So you are saying between 2013 and --

8 A. -- The statement's saying that.

9 Q. -- to January 2015, that you got a dollar and  
10 something raise?

11 A. 12/14/14 and 3/24/13. It was a raise. Yes.

12 Q. And that is the only raise you have gotten?

13 A. Well, this is what the statement, these  
14 statements are saying.

15 Q. I know. But I'm trying to find out if they are  
16 correct.

17 A. As far as I know, these are my copies of my --  
18 my paycheck.

19 Q. Okay. Now, on the second one, your expenses have  
20 gone up \$200 dollars. Why did that happen?

21 A. Probably, because there was additional -- in this  
22 time of year, in December, you are saying in December --  
23 you're saying the second one?

24 Q. The January one shows an increase in deductions  
25 of \$200 dollars. And I'm trying to factor out why.

1 A. What page are you on? Where are you looking?

2 Q. Page one.

3 A. Page one. This page? Sir, you are saying that  
4 the 1953? You are talking about?

5 Q. On page one, you show total monthly deductions --

6 A. Oh, I see.

7 Q. -- of 1,261.54, which is \$200 dollars more than  
8 you showed in May. Why did it go up?

9 A. Usually, we start paying the house insurance in  
10 May.

11 Q. What does that have to do with your pay stub?

12 A. I really don't understand what you are talking  
13 about, actually. I'm sorry.

14 Q. I'm trying to determine why your expenses went  
15 up, \$200 dollars?

16 A. My household expenses?

17 Q. The deductions from your pay stub.

18 A. Oh really? The deductions from my pay stub  
19 increased?

20 Q. Yes. It's on the very first page each of the  
21 documents.

22 A. Why would the deductions in my pay stub go up?

23 Q. That's what I want to know.

24 A. In 2014?

25 Q. 2015 is what it says?

1 A. I don't know. You mean, more was taken out of my  
2 paycheck? Is that what you are saying?

3 Q. Now, if you go to the next page, you are saying  
4 that you spend \$600 dollars on food, a month?

5 A. Are we talking about that self employment tax  
6 that went up?

7 Q: I'm on page two, I have given up on page one.

8 A. Okay.

9 Q. You have \$600 dollars a month, for food and  
10 household supplies for one person?

11 A. Can you speak up a little? I'm sorry. I don't  
12 understand.

13 Q. I will be glad to. It has there that you spend  
14 \$600 dollars a month for your food and household  
15 supplies.

16 A. Okay.

17 Q. Is that right?

18 A. Yes. Just about. Yes.

19 Q. Does anybody else live with you at that house?

20 A. Just my mom, right now.

21 Q. All right. But she's only temporary?

22 A. Yes.

23 Q. You are spending \$600 dollars a month, just on  
24 your food?

25 A. Yes.

1 Q. Now, you are spending \$100 dollars a month on  
2 clothing?

3 A. On what is this?

4 Q. Clothing. Clothes.

5 A. Yes.

6 Q. You spend \$255 dollars a month on one form, and  
7 \$175 dollars a month, on the other form on cable. That  
8 actually went down.

9 A. What went down?

10 Q. Your cable. Is that correct?

11 A. Oh. Oh, the cable. Yes. I've gone down. Yes.  
12 It was all, it was way over two hundred and something  
13 dollars, when Ken was with us and I just couldn't ---  
14 and they have promotions all of the time. So I took  
15 advantage of that. Yes. Um-hmm.

16 Q. All right. Now so you are saying that your  
17 entertainment is \$125 dollars a month. What does that  
18 consist of?

19 A. I started dancing lessons.

20 Q. Okay. And that's \$125 dollars a month?

21 A. Yes.

22 Q. Okay. And you have installment payments, but you  
23 don't have what they are for, of \$100 dollars a month.

24 A. Installment payments...

25 Q. What are your installment payments?

1 A. I don't know what that is. I don't know what  
2 that is.

3 Q. Okay. On the next page, you have on the old one,  
4 \$20,000 dollars that you have in a savings account,  
5 which disappears on the later account. What happened to  
6 that money?

7 A. That was -- that was in my treasury CD.

8 Q. Well, what happened to it?

9 A. It's nonmarital.

10 Q. On here, you have it listed as marital, and you  
11 don't --

12 A. Well, yeah.

13 Q. You don't have it listed as nonmarital.

14 A. Well, over time we have come to understand  
15 marital and nonmarital.

16 Q. But you still have the \$20,000 somewhere?

17 A. Yes, sir.

18 Q. Okay. And that was in a savings account?

19 A. CD.

20 Q. CD. Okay. Below that you have 72,000, in your  
21 retirement. But today, you are saying you have 84,000.

22 A. No. This, as of the date of filing, that was the  
23 day of filing, that amount was in the account.

24 Q. All right. So you are saying that you increased  
25 by \$12,000 dollars a month, your retirement?

1 A. I'm not saying that.

2 Q. I mean 12,000 dollars a year.

3 A. I'm not saying that.

4 Q. Well, that's what you have here?

5 A. It has to do with realizing you have to go back  
6 and to the filing dates and that's marital and  
7 nonmarital, those sort of things.

8 Q. This one went up.

9 A. Right.

10 Q. Okay.

11 A. But I think that must be incorrect. I think it  
12 should still be the 72.

13 Q. On the -- are you saying 84 is incorrect, now?

14 A. Yes.

15 Q. Well, why didn't you change it before you got  
16 here today?

17 A. Excuse me?

18 Q. Why didn't you change it, correct it, before you  
19 got here today?

20 A. My lawyer did. She has. Not on this paper.

21 Q. She's filed an updated financial declaration, I'd  
22 like to see it. You filed one?

23 MS. PARKER: I did, Your Honor.

24 MR. CHEATHAM: What?

25 MS. PARKER: Your Honor, I put a copy on his

1 desk before I put it up there.

2 MR. CHEATHAM: Well, I haven't seen it. Did  
3 you give me another one?

4 MS. PARKER: I put it on your table right  
5 there.

6 THE COURT: You can have a look at this one.  
7 This is what was handed up to me today.

8 MR. CHEATHAM: Okay.

9 Q. Okay. Now, on this one, since you indicated that  
10 all of the property was over 300,000, you were supposed  
11 to itemize it. Does it show any itemization?

12 A. Where are we talking about?

13 Q. You see down here, if it says it's over 300,000,  
14 you have to itemize everything and break down where it  
15 is and what it is?

16 A. I think my lawyer's done that. I mean, I only  
17 have two places. I have a 401 K. And a treasury CD.  
18 And I mean, that's all -- I mean, I don't have --  
19 that's all I have. I don't have a lot of itemizing to  
20 do, that I know of. I mean, I only got the 401 K.  
21 That's all.

22 Q. Well, you have figures down here for several  
23 things.

24 A. I do?

25 Q. And this is the one you filed today, which is a

1 different one. You have the 72 up there, and then you  
2 have the house 60,000 and the other is 148?

3 A. Those are the marriage.

4 Q. And then you have 13,000 for the value of all of  
5 the property.

6 A. Right.

7 Q. We have gone over that today.

8 A. Yes.

9 Q. And then you said you inherited the 18.5?

10 A. Yes.

11 Q. And you took it from up here where it has been  
12 twice before.

13 A. Right.

14 Q. All right. Now what did you add up to get this  
15 figure of 496,192?

16 A. My husband's -- this is the husband's side of the  
17 --

18 Q. I'm asking you, what you added up to get that  
19 figure.

20 A. Yes. My lawyer did.

21 Q. (No response.)

22 A. My lawyer figured that out.

23 Q. Okay. So you can't testify as to what that is,  
24 then?

25 A. The breakdown has been explained today, it was

1 Franklin Templeton, a Lincoln, and the -- his retirement  
2 -- his accounts make up that.

3 Q. But you heard the testimony, and as a matter of  
4 fact, you all admitted that part of the I. E. K was  
5 nonmarital, but you don't have anything down here on his  
6 side as nonmarital savings -- excuse me -- retirement,  
7 do you?

8 A. I have never seen a financial statement from --

9 MS. PARKER: Objection, Your Honor. She  
10 does not have to provide the husband's information on  
11 her financial.

12

13 WITNESS: I have never seen any --

14 MS. PARKER: Hang on.

15 THE COURT: Well, she does, if she's  
16 claiming an interest in it. It says marital.

17 Q. Yes. This is all marital property.

18 A. Right.

19 Q. You all admitted that part of this was retirement  
20 the 496 was nonmarital, but you don't have it listed.  
21 Do you?

22 A. Well, I think that might have come to light  
23 today.

24 Q. You still admitted today, that part of that was  
25 nonmarital.

1 A. Excuse me?

2 Q. We had the 61,000 and we had the E. K of a  
3 hundred and something?

4 A. Well, we have never had a financial statement for  
5 Mr. Shufelt. Everything outlined all along, until  
6 whatever came up today. So my lawyer has subpoenaed  
7 some documents to try and put some picture together. We  
8 have had two hearing, two mediations, and this is the  
9 first time anything really has been presented that we  
10 could analyze. So, I apologize. I've always asked Mr.  
11 Shufelt to list all of the financials, put it together  
12 in a file folder. It never happened.

13 Q. That's not his duty. But anyway, he's supposed  
14 to deal with your attorney and your attorney issued  
15 subpoenaed to get all of those records. But anyway, my  
16 question is, you can't swear under oath, that, that  
17 figure is correct?

18 A. No.

19 Q. Okay. Now, if in fact...

20 A. I can assume, that it's the best we could come up  
21 with.

22 Q. I didn't ask you a question.

23 A. I'm sorry.

24 Q. Now, the BB&T Elite Gold personal money rate  
25 savings, the time investment, and certificate deposit,

1 are all of those on your statement?

2 A. Say that again?

3 Q. Let me just --

4 MR. CHEATHAM: Do you have any objection?

5 MS. PARKER: No.

6 MR. CHEATHAM: We would move to mark and  
7 introduce.

8 Whereupon, Plaintiff's Exhibit No. 3 was  
9 marked and entered into evidence.)

10 Q. I'm going to show you what's been given as  
11 defendant's Janet R. Shufelt's responses to plaintiff's  
12 first interrogatory. Now, my question is, on number  
13 five, there are one, two, three, four different accounts  
14 listed. Are they all on your current financial  
15 declaration?

16 A. I only have one. I have a joint account and a  
17 joint savings account and the one IRA, that's marital  
18 that I found out about.

19 Q. Any question is, do you have these accounts  
20 listed. There's a BB&T Elite Gold account. Do you know  
21 what that is?

22 A. What I'm assuming, is that they are joint  
23 accounts.

24 Q. Well, these have separate account numbers. There  
25 are four different accounts. I'm trying to find out

1 where they are on your financial declaration. They are  
2 all BB&T accounts. And they are four listed. Would you  
3 agree?

4 A. Well, they are listed. I can't ---

5 Q. But there's no value of what's in there listed.  
6 So, I don't know whether you have got ten dollars or  
7 10,000 or whatever. And it says the defendant reserves  
8 the right to supplement this response but we have had no  
9 supplementation.

10 A. Are you saying that these accounts are in my  
11 name?

12 Q. The question says, identify any and all bank  
13 accounts, which you include any accounts, you have  
14 access to, as well as deposit money into. And there are  
15 four accounts but there are no balances. And I don't  
16 see them reflected on your financial statement.

17 A. Are they on Ken's?

18 THE COURT: Ma'am, you don't ask the  
19 questions. Either you know, or you don't know.

20 WITNESS: I'm sorry. I don't know. I can't  
21 say. Sorry. I can't say.

22 Q. Okay. Now, during your marriage, do you admit or  
23 deny that you were verbal in your dealings with Ken to  
24 statement you were yelling and screaming?

25 A. I remember that Ken would -- Ken gave me

1 permission to yell and scream at him and raise my voice.

2 THE COURT: Ma'am, this would go better if  
3 you would answer the question first, yes or no, or  
4 whatever it calls for, the short answer. Then, if you  
5 want to further explain your answer, you may. But you  
6 need to say yes or no first, and then explain it.

7 A. I said no. Okay.

8 Q. You said no, you have never hollered and screamed  
9 at your husband?

10 A. (No response.)

11 Q. Aren't you aware of the fact that he recorded  
12 some of those hollerings and screamings?

13 A. Excuse me?

14 Q. Are you aware of the fact that he recorded some  
15 of those hollering and screamings at you. And you said  
16 go ahead and record them. You didn't care?

17 A. He always said that he would record. But I never  
18 knew he recorded.

19 Q. So he told you he was standing there with a  
20 recorder in his hand, and he said he was --

21 A. He didn't say that. I don't know how he would  
22 record.

23 Q. Well, he would have to have something in his  
24 hand, wouldn't he?

25 A. I really don't know, sir.

1 Q. Doesn't your husband have a miniature recorder?

2 A. Oh. He did at one time. Yes.

3 Q. And didn't he record you hollering and screaming  
4 at him?

5 A. I don't know if he did or not.

6 Q. Okay. But you did holler and scream at him?

7 A. At times.

8 Q. How often?

9 A. Usually, I'm you know from Boston, so I don't,  
10 I'm not, I'm Italian too. So I get, you know, I can be  
11 loud, but what happens is, he would create circumstances  
12 that would warrant me to become upset.

13 THE COURT: Hold on a minute. How is all of  
14 that relevant? What difference does it make whether she  
15 ever raised her voice or not? How is that relevant to  
16 anything in this case? They were married. Of course  
17 they raised their voice to each other.

18 MR. CHEATHAM: I know. Just to the quality  
19 of the marriage, Your Honor. Which is one of the  
20 factors that can be considered in equitable portion.

21 THE COURT: Okay. Go ahead.

22 MR. CHEATHAM: Okay.

23 Q. All right. But just to clarify this, and I will  
24 leave it alone. It was something that happened on a  
25 regular recurring basis?

1 A. I would wouldn't say regular recurring basis.

2 No.

3 Q. How often would you say it happened?

4 A. How often?

5 Q. Yes.

6 A. When he would come home, usually, and he would  
7 stay on the computer for a couple of hours or two or  
8 three, and I would need him to do something, or be with  
9 me, so those kind of occasions, like he would say, you  
10 know, here and there. Yes.

11 Q. Okay. And was your mother ever present?

12 A. No.

13 Q. Never ever present?

14 A. Not that I could recall.

15 Q. Okay. Now, have you checked into refinancing the  
16 house?

17 A. Not yet. No.

18 Q. So you don't know what your payment would be  
19 there if you refinanced?

20 A. No I don't know what my what would be?

21 Q. Payment.

22 A. No. I don't know yet.

23 Q. Okay. But your intention is to get it reduced?

24 A. Yes. That's the plan.

25 Q. Okay. And you want to get it reduced by how

1 much?

2 A. I couldn't say right now.

3 Q. Well, what would you like it to be? How about  
4 that?

5 A. What would I like it to be? (Laughter) Something  
6 affordable, or economical for me at the time, whatever  
7 my income is. Probably, would be nice if it could get  
8 down to like zero, but you know three, four hundred  
9 dollars would be doable, I guess.

10 Q. Excuse me. Just one second.

11 (There was a brief pause.)

12 Q. All right. Now, the last two years you were in  
13 school, do you recall how much that was a year?

14 A. I'm sorry. What did you say?

15 Q. The last two years you were in school, you were  
16 married. Is that correct?

17 A. No. That's wrong.

18 Q. All right. How many years were you married in  
19 school?

20 A. None.

21 Q. None?

22 A. None.

23 Q. So you are saying, you never were in school while  
24 you were married?

25 A. Correct.

1 between you showing a balance?

2 A. That would vary because my -- all of my business  
3 expenses, for travel and such, would go into it. It was  
4 a checking account. It was a joint checking account,  
5 actually, and we put all our business expenses into it.  
6 Of that, I have paid my credit cards. So it would vary  
7 from \$12,000 down to probably two or \$3,000 dollars or  
8 even higher, some of the months.

9 Q. But that was not income or money that you had on  
10 a permanent basis?

11 A. That's correct.

12 Q. It was money that was just a flow through?

13 A. Yes. It was due on my credit card.

14 MR. CHEATHAM: And that's all I have.

15 MS. PARKER: Just briefly, Your Honor, in  
16 reply.

17 THE COURT: Yes, ma'am.

18 RE-CROSS EXAMINATION.

19 Of Mr. Shufelt

20

21 BY MS. PARKER:

22 Q. Briefly. For clarification, you testified  
23 earlier, that you had a savings account that you took  
24 the money out of, is that correct?

25 A. Savings, checking account. There was both.

1 Q. Okay. And you had an expense account. Is that  
2 correct?

3 A. No.

4 Q. Where ---

5 A. The savings, checking account, I put all my money  
6 in there, for my business expenses, which I paid any  
7 credit card from.

8 Q. And you said that was a joint account?

9 A. Correct.

10 Q. So you had a joint checking account, that we have  
11 already talked about today?

12 A. You are aware that the checking accounts have  
13 interest?

14 Q. But the account that you are referring to, the  
15 savings account, that we spoke of earlier, you said was  
16 only in your name.

17 A. That's correct.

18 Q. That is a savings account?

19 A. Right. The checking account was in joint, and I  
20 used it to pay my credit cards.

21 Q. You used that joint account to pay your credit  
22 cards and expenses. Now, you have a separate account  
23 ---

24 A. At that time, I did not.

25 Q. Okay. That you used to buy your Prius. \$5,000

1 of it, you used to buy your Prius, that you testified  
2 earlier?

3 A. Correct.

4 MS. PARKER: No further questions, Your  
5 Honor.

6 THE COURT: Okay. You can step down, sir.  
7 Okay. As far as the divorce is concerned, I will grant  
8 the divorce on the grounds of one year's continuous  
9 separation. While there is evidence of adultery, and  
10 I'm always a little uneasy to where I realize it is  
11 admissible, but when the fact that one party admitted to  
12 the other party and then that person testifies and add  
13 his corroboration of sorts, that completely circumvents  
14 inclination and all of that stuff it normally goes into.  
15 I just don't think there's sufficient evidence on the  
16 rest of it, despite some awareness of everybody of what  
17 was perhaps, going on. And there's more than enough  
18 evidence as to the one year's continuous separation. I  
19 would find that she's entitled to alimony, permanent  
20 periodic alimony, of \$500 dollars a month. I am going  
21 to jump around a little bit. Suppose I ought to say  
22 something about the pets. I used to say I don't do  
23 pets. In here, pets are property. They are no  
24 different than your shoes or whatever. And so they  
25 don't really have value. And nobody attempted to put a

1 monetary value on them, I don't think. And but for Mr.  
2 Shufelt's travel, I'd be inclined just to split them. I  
3 know I've had pets over the years, particularly, when I  
4 was younger. Since I'm retired, I don't want another  
5 pet. I told my children that if you bring me one, it's  
6 going home with you. Or she's going home with you.  
7 Anyway, I've reserved that issue for a while. In the  
8 meantime, I think that equitable distribution is 50/50  
9 of what is marital property, not the premarital  
10 property. And quite frankly, I don't know that we got  
11 sufficient evidence to make that division today. So I'm  
12 going to ask both parties to submit, what I call,  
13 written argument, and I'm not fussy about what form that  
14 takes. It can simply be presented as a brief. It could  
15 be presented as a proposed order, or some other written  
16 document, that basically makes the argument, this is  
17 what there is, and they ought to be divided in this way.  
18 And that gives each party a chance to suggest ways to  
19 divide it, because very often there are things that will  
20 come into play, after trial, that nobody thinks a whole  
21 lot about. But because of some of these 401Ks and stuff  
22 like that, you are going to divide them, it's going to  
23 have to be a QDRO, that's another expense. So if you  
24 all can agree so that there's -- to minimize those  
25 things, those expenses that go into it, in making the

1 division, I would award the house to Mrs. Shufelt. That  
2 raises a question that there's enough value and that  
3 sort of thing, and at the same time, all I really have  
4 is a lump sum number of the value of the furniture  
5 that's in there. And it may come out that it can get  
6 divided that way and it may not. Of course, I'm  
7 required to put values on everything. Now, I don't know  
8 that I'd be severely reprimanded for, if everybody  
9 agreed that the value of these items are so and so, but  
10 then you have to go the step further, agree on who's  
11 going to get them lump sum, so to speak. And I don't  
12 know that they agree on that or not. Basically, that  
13 the furniture goes with the house. I don't know that  
14 there's any agreement about that. The parties, of  
15 course, will keep the vehicle that they presently have.  
16 Their value and so forth, would have to be figured into  
17 it. It does seem odd to me, that here we are, two years  
18 give or take, or something like that, down the road, and  
19 we don't know the value of these things on the date of  
20 filing. I don't know why that couldn't have been done  
21 two weeks, it is awful late to start. I wouldn't expect  
22 to have them if you have only been trying to get them  
23 for two weeks. Do you all have any questions at this  
24 point? Okay. I will --

25 MS. PARKER: Attorney's fees, Your Honor, is

1 all of that going to be held in abeyance?

2 THE COURT: Pardon?

3 MS. PARKER: Attorney's fees, we put that in  
4 the brief, Your Honor.

5 THE COURT: Yes. I will hold that until you  
6 get the information, to the extent that you all can, you  
7 all might be able to, since we don't have hard firm  
8 documentation on the value of what -- at the time of  
9 filing some of these things, if you all can agree on  
10 what that is, I can accept that, I think, but you know,  
11 and there are things that suggests it was about this  
12 number and things like that. I don't want to -- I  
13 learned a long time ago, sometimes, it is better just,  
14 not to suggest that I'm going to do it, but declare a  
15 mis -- trial, or something, because it is insufficient  
16 evidence to make the division. I don't want to do that.  
17 You don't want to do that. But we are a little short on  
18 some things, I think, to make that division. I am, in  
19 my, and I say this for the parties' benefit, without  
20 accusing anybody of anything, but I'm in my 33rd year of  
21 doing this, on some basis. I retired after about 28  
22 active full time, but I have been working part -- time  
23 since then. And this is a case that you could look at  
24 on paper and say, these people won't have a bit of  
25 trouble settling this case, primarily, because you have

1 sufficient assets to do that. Most people are left with  
2 debts far beyond the assets they have. I mean, there's  
3 a, what I would think would be a quite equitable way to  
4 do this, since I have given her the house and you make  
5 up for it in other ways, and then, you know, there are  
6 just -- - we can't seem to get the basic agreement in  
7 principal even on how to do all those things. And I'm  
8 not really referring to alimony. I wouldn't necessarily  
9 expect him to agree with that. But let me hear from  
10 you, I need to give you a date. Let's see...

11 MS. PARKER: Your Honor, for clarification  
12 purposes, in the memorandum that we sent to you, will  
13 you be accepting additional evidence as to these values?

14 THE COURT: Well, I'm going to, at this  
15 point, leave the record open, so we can come back if we  
16 need to have another hearing. I hope you don't, because  
17 I'm not on the schedule any more period, that I know of.  
18 Now, wait a minute, the schedule for the second half of  
19 the year hasn't come out. You know, they know that I  
20 work on a normal basis. So, I expect to be on the  
21 schedule by July. The immediate problem will be between  
22 now and July, particularly, April my wife is having  
23 surgery in April, and I will be unavailable. I'm not  
24 sure, I have never played nurse before, but I am not  
25 sure how free I will be to come up here, particularly,

1 in April maybe in June also. But I plan to go back to  
2 work by July. The date, let' see... I'd like to have  
3 that by the 23rd of March. Okay.

4 MS. PARKER: Thank you, Your Honor.

5 THE COURT: Yes, ma'am.

6 MR. CHEATHAM: Now, what ---

7 THE COURT: Yes, sir?

8 MR. CHEATHAM: Your Honor, what address do  
9 we put that to?

10 THE COURT: It is the one if the desk book  
11 the one that is listed.

12 MS. PARKER: And at that time, Your Honor,  
13 we will enter into an order at that time, after we you  
14 receive -- I know there is a partial order today.

15 THE COURT: That's my concept. It doesn't  
16 matter to me, and if you can agree, if there is some  
17 reason you want to issue the divorce, first, I'm not  
18 opposed to that. But on the other hand, we can just  
19 leave it all until the end.

20 MS. PARKER: Okay. Thank you, Your Honor.

21 THE COURT: Okay.

22 MR. CHEATHAM: Your Honor, my client wanted  
23 to, again, I know you don't like to do pets. But he  
24 would like to have some visitation with the pets.

25 THE COURT: That, I know I don't do.

STATE OF SOUTH CAROLINA )

IN THE FAMILY COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT

COUNTY OF LEXINGTON )

KENNETH SHUFELT )

**FILED**

**FINANCIAL DECLARATION  
OF HUSBAND**

Plaintiff, )

vs. )

2015 MAR 12 P 4:36

JANET SHUFELT )

Defendant. ) Docket No. 2013 DR 32-35

**OR**  
**AL**

HUSBAND/FATHER		WIFE/MOTHER	
Address	124 Howe St.	Address	
Age	65	Age	
Occupation	Field Technician	Occupation	
Employer	Intelligrated	Employer	
Employer Address	St. Louis, MO	Employer Address	

**BK**

Gross Monthly Income	Husband/Father	Wife/Mother
Principal Earnings from Employment <sup>1</sup>	5,500	
Overtime, Tips, Commission, Bonuses <sup>2</sup>		
Pensions, Retirement, and Annuities income		
Additional Employment income		
Social Security Benefits (SSA) and VA Benefits		
Disability and Worker's Compensation Benefits		
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):		
<b>TOTAL GROSS MONTHLY INCOME</b>	<b>5,500</b>	

Payroll Deductions from Monthly Income	Husband/Father	Wife/Mother
Federal Income Tax <sup>3</sup>	228	
State Income Tax	190	
Social Security and Medicare Tax (FICA)	312	
Self-Employment Tax		
Health and Dental Insurance (Adult)	393	
Health and Dental Insurance (Child)		
Union Dues	72	
Voluntary Retirement Contribution (401(k), 457, IRA)	2,126	
Mandatory Retirement Contribution	70	
Savings Plan		
Other (Specify): FSA	250	
<b>TOTAL MONTHLY DEDUCTIONS</b>	<b>3,641</b>	
<b>NET MONTHLY INCOME <sup>4</sup></b>	<b>1,859</b>	

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

MONTHLY EXPENSES <sup>5</sup>	Husband/Father	Wife/Mother
Residential Rent Payment	600	
Note or Mortgage Payment on Residence(s)	408	
Food and Household Supplies <sup>6</sup>	300	
Utilities, Water, and Garbage Collection	109	
Telephone and Cellular Phone	120	
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 <sup>7</sup>	120	
<b>SUBTOTAL:</b>	<b>1,657</b>	
Real Property Tax on Residence(s)		
Maintenance for household <sup>8</sup>	200	
Adult Clothing	200	
Children's Clothing <sup>9</sup>		
Cable Television, Satellite, and Internet/Online Services		
Laundry and Dry Cleaning <sup>10</sup>	40	
Medical and Dental Expenses (not paid by insurance)		
Prescriptions, Glasses, and Contacts (not paid by insurance)		
Children's incidental expenses <sup>11</sup>		
School lunches, supplies, field trips, and fees <sup>12</sup>		
Entertainment <sup>13</sup>		
Adult Incidental expenses <sup>14</sup>		
All Installment payments <sup>15</sup>		
Other (Specify): Storage	150	
<b>SUBTOTAL:</b>	<b>590</b>	
<b>TOTAL MONTHLY EXPENSES</b>	<b>2,247</b>	

**Installment Loan Payments Section**

Creditor	For	Monthly Payment	Balance	Owed by <sup>16</sup>
BB&T	House	812	102,000	Joint

--	--	--	--

**Other Debts and Obligations *not* payable in monthly installments**

Creditor	For	Date Payable	Balance	Owed by <sup>16</sup>

CLERK OF COURT  
 JUDICIAL DISTRICT NO. 12  
 DENVER, COLORADO

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)	600		
Money in Savings Account(s), Credit Union, Money Market, or Cert. of Dep.			
Value of Voluntary Retirement Account(s)	234,161		
Value of Pension Account			
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds			
Value of Privately Held Stocks and Other Business			
Value of Real Estate - Net of Mortgage Balances	House 135,000		
Value of All Other Property <sup>17</sup>	Misc. Property 13,000		
<b>TOTAL ASSETS</b>	<b>478,761</b>		

**Any Non Marital Property Known to Parties**

Description of Asset	Title Owner	Date of Acquisition	Source of Funds to Acquirer	Estimate Present market Value
T.R. Price	His	Accumulated	Income	304,161
F. Templeton	His	Accumulated	Income	191,000
Lincoln Fin Group	Joint	Accumulated	Income	148,000

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<sup>18</sup>**

Owner	Name of Institution	Type of Account	Balance
Husband	T.R. Price		270,000
Husband	F. Templeton		61,500
Joint	Lincoln Fin. Group		148,000

FILED

**Voluntary Retirement Accounts and Pension Accounts Section**

Value 15 MAR 12 P 4:36

W. A. CARRIGG  
CLERK OF COURT  
SOUTH CAROLINA

Type of Account	Value

**Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)<sup>19</sup>**

Name of Company	Number of Shares/Type of Account	Value

**Real Estate Section<sup>20</sup>**

Owner	Address	Value	Mortgage Balance	Mortgage Equity
Joint				

**Other Property Section<sup>17</sup>**

Owner	Description of Asset	Value	Loan Balance	Equity
Husband	Misc. Property	13,000		

*W. A. Carrigg*  
Signature

Sworn to before me this 11th of March, 2015.

*Alice L. Cameron* (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-31-21

INTELLIGRATED, INC. (8108812)  
7801 Innovation Way  
Mason, OH 45040  
United States

**My Pay Statement History**

Pay Dates: 01/01/2015-03/11/2015

#	Type	Pay Date	Pay Period Start	Pay Period End	Gross	Check	Direct Deposit	Net Payment
-36249	Regular	02/27/2015	02/16/2015	02/28/2015	\$4,164.47	-	\$1,718.59	\$1,718.59
-30779	Regular	02/13/2015	02/01/2015	02/15/2015	\$3,194.79	-	\$1,301.16	\$1,301.16
-27564	Regular	01/30/2015	01/16/2015	01/31/2015	\$4,309.93	-	\$1,781.22	\$1,781.22
-19135	Regular	01/15/2015	01/01/2015	01/15/2015	\$2,855.40	-	\$1,155.03	\$1,155.03
<b>Report Total</b>					\$14,524.59	-	\$5,956.00	\$5,956.00

— 159 —

FILED

2015 MAR 12 P 4: 36

INTELLIGRATED, INC.  
7801 INNOVATION WAY  
MASON, OH 45040

STATE OF SOUTH CAROLINA )

COUNTY OF LEXINGTON )

KENNETH SHUFELT )

Plaintiff, )

vs. )

JANET SHUFELT )

Defendant. )

IN THE FAMILY COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT

**COPY**

FINANCIAL DECLARATION  
OF JANET SHUFELT

Docket No. 2013-DR-32-352

HUSBAND/FATHER		WIFE/MOTHER	
Address		Address	124 Howe Street, West Cola., SC
Age		Age	65
Occupation		Occupation	Clinical Dietitian
Employer		Employer	Lexington Medical Center
Employer Address		Employer Address	815 Old Cherokee Road, Lex., SC

Gross Monthly Income	Husband/Father	Wife/Mother
Principal Earnings from Employment <sup>1</sup>		3,326.22
Overtime, Tips, Commission, Bonuses <sup>2</sup>		
Pensions, Retirement, and Annuities income		
Additional Employment income		
Social Security Benefits (SSA) and VA Benefits		
Disability and Worker's Compensation Benefits		
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):		
<b>TOTAL GROSS MONTHLY INCOME</b>		<b>3,326.22</b>

Payroll Deductions from Monthly Income	Husband/Father	Wife/Mother
Federal Income Tax <sup>3</sup>		347.58
State Income Tax		168.00
Social Security and Medicare Tax (FICA)		245.96
Self-Employment Tax		
Health and Dental Insurance (Adult)		
Health and Dental Insurance (Child)		
Union Dues		
Voluntary Retirement Contribution (401(k), 457, IRA)		500.00
Mandatory Retirement Contribution		
Savings Plan		
Other (Specify):		
<b>TOTAL MONTHLY DEDUCTIONS</b>		<b>1,261.54</b>
<b>NET MONTHLY INCOME <sup>4</sup></b>		<b>1,953.72</b>

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

MONTHLY EXPENSES <sup>5</sup>	Husband/Father	Wife/Mother
Residential Rent Payment		
Note or Mortgage Payment on Residence(s)		813.00
Food and Household Supplies <sup>6</sup>		600.00
Utilities, Water, and Garbage Collection		168.00
Telephone and Cellular Phone		114.00
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 <sup>7</sup>		250.00
SUBTOTAL:		250.00
	1,945.00	
Real Property Tax on Residence(s)		
Maintenance for household <sup>8</sup>		45.00
Adult Clothing		100.00
Children's Clothing <sup>9</sup>		
Cable Television, Satellite, and Internet/Online Services		175.00
Laundry and Dry Cleaning <sup>10</sup>		25.00
Medical and Dental Expenses (not paid by insurance)		20.00
Prescriptions, Glasses, and Contacts (not paid by insurance)		
Children's incidental expenses <sup>11</sup>		
School lunches, supplies, field trips, and fees <sup>12</sup>		
Entertainment <sup>13</sup>		125.00
Adult Incidental expenses <sup>14</sup>		
All Installment payments <sup>15</sup>		100.00
Other (Specify): pet expense		75.00
SUBTOTAL:		75.00
	665.00	
<b>TOTAL MONTHLY EXPENSES</b>		<b>2,611.00</b>

**Installment Loan Payments Section**

Creditor	For	Monthly Payment	Balance	Owed by <sup>16</sup>

**Other Debts and Obligations *not* payable in monthly installments**

Creditor	For	Date Payable	Balance	Owed by <sup>16</sup>

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)			2,000.00
Money in Savings Account(s), Credit Union, Money Market, or Cert. of Dep.			
Value of Voluntary Retirement Account(s)	496,192.03	84,175.23	
Value of Pension Account			
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds			
Value of Privately Held Stocks and Other Business			
Value of Real Estate - Net of Mortgage Balances			60,000.00
Value of All Other Property <sup>17</sup>	148,726.10	10,000.00	
<b>TOTAL ASSETS</b>	<b>644,918.13</b>	<b>94,175.23</b>	<b>62,000.00</b>

**Any Non Marital Property Known to Parties**

Description of Asset	Title Owner	Date of Acquisition	Source of Funds to Acquirer	Estimate Present market Value
BB&T IRA	Janet		inherited	18,185.00

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<sup>18</sup>**

Owner	Name of Institution	Type of Account	Balance

**Voluntary Retirement Accounts and Pension Accounts Section**

Type of Account	Value

**Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)<sup>19</sup>**

Name of Company	Number of Shares/Type of Account	Value

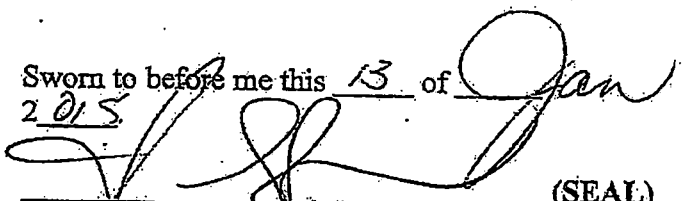
**Real Estate Section<sup>20</sup>**

Owner	Address	Value	Mortgage Balance	Mortgage Equity

**Other Property Section<sup>21</sup>**

Owner	Description of Asset	Value	Loan Balance	Equity

*Janet Shufelt*  
Signature

Sworn to before me this 13 of Jan  
2015  
 (SEAL)  
Notary Public for South Carolina  
My commission expires: 2-1-16

Custodial Parent (if applicable): \_\_\_\_\_

1. A recent paystub should be attached to the Financial Declaration. To compute Principal Earnings from Employment, first determine whether you are paid semi-monthly, biweekly, or weekly. If you are paid semi-monthly, multiply the gross amount of your pay check by two. If you are paid biweekly, multiply the gross amount of your pay check by 26 and then divide by 12. If you are paid weekly, multiply the amount of your paycheck by 52 and divide by twelve. Round to the nearest whole dollar.
2. To compute Overtime, Tips, Commission, and/or Bonuses, take an average of your monthly earnings from overtime, tips, commission, bonuses, etc. from the past three years or the length of employment if employed less than three years (including this year).
3. To compute State, Local, and Social Security Tax deductions, use the same formula used to compute principal earnings in endnote 1 above, or consult or have your attorney consult an accountant.
4. Net monthly Income is equal to Total Gross Monthly Income minus Total Monthly Deductions.
5. Do not include any expense in the Monthly Expenses section that has already been included in the Deductions from Gross Monthly Income on page one of the Declaration.
6. Food Expense is to include the cost of groceries, toiletries, cleaning supplies, and casual eating out.
7. Auto Expenses are to include gasoline, oil changes, tune-ups, tire replacement, maintenance, and related items.
8. Maintenance for Household is to include appliance and household repairs, landscaping, house cleaning, pest control, pool service, alarm service, and other related items.
9. Clothing Expense is to include shoes and clothing purchases, clothing repair and alterations, and related items.
10. Laundry Expense is to include the cost of laundry service, dry cleaning, and related items.
11. Children's Incidental Expenses are to include allowance, summer camp, baby sitters, lessons, activities, participatory sports, and related items.
12. School Expense is to include tuition, supplies, field trips, dues, tutors, locker rentals, school lunches, and other related items.
13. Entertainment is to include movies, theater, vacations, sporting events, compact discs, digital video discs, and related items.
14. Adult Incidental Expenses are to include cosmetics, hair and nail care, books, magazines, newspapers, business dues, memberships, pets, charity, religious dues or tithes, gifts, bank charges, hobbies, and related items.
15. All Installment Loan Payments is the total amount itemized in Installment Loan Payments Section, which should include all loan payments not already listed as a monthly expense. Examples: home equity loan, credit cards, etc.
16. Indicate which spouse legally owes the payment (husband, wife, or joint).
17. Other property is to include automobiles (minus loan balance), boats (minus loan balance), furniture, furnishings, china, silver, jewelry, collectibles, and other personal property.
18. Itemize Financial Accounts such as checking, savings, credit union, money market, or certificate of deposit accounts in the Financial Accounts Section.
19. Itemize Publicly Held Stocks, Bonds, Securities, Stock Options and Mutual Funds (excluding retirement accounts) in the Publicly Held Stocks, Bonds, Securities, Mutual Funds Section.
20. Itemize each parcel of Real Estate in the Real Estate Section.

LMC Extended Care  
815 Old Cherokee Rd  
Lexington, SC 29072

Pay Group: ECH-EC - Biweekly Hourly Pay Group Business Unit: ECLMC  
Pay Begin Date: 12/14/2014 Advice #: 0104645  
Pay End Date: 12/27/2014 Advice Date: 01/02/2015

Janet Marie Shufelt  
124 Howe Street  
West Columbia, SC 29170

Employee ID: 14159  
Department: 7766-Nutritional Services  
Location: EC Kiesler-Holstedt  
Job Title: Dietitian  
Pay Rate: \$21.226575 Hourly

TAX DATA: Federal SC State  
Marital Status: Single n/a  
Allowances: 0 0  
Addl. Pct.:  
Addl. Amt.:

EARNINGS				DEDUCTIONS				
Dept	JobCode	Description	Rate	Current Hours	Earnings	Description	Current	YTD
7766	DIETN	EC Regular	21.226575	62.35	1,323.48	Fed Withholding	181.53	181.53
7766	DIETN	EC Annual Leave Hourly	21.226575	16.00	339.63	Fed MED/EE	24.12	24.12
						Fed OASDI/EE	103.11	103.11
						SC Withholding	87.00	87.00
<b>Total:</b>				<b>78.35</b>	<b>1,663.11</b>		<b>395.76</b>	<b>395.76</b>

DEDUCTIONS			EARNINGS			TOTAL	
Description	Current	YTD	Description	Current	YTD		
EC 401K 3 Yr. Incentive Plan	250.00	250.00					
<b>Total:</b>			<b>Total:</b>			<b>250.00</b>	<b>250.00</b>

GROSS		NET		DEDUCTIONS	
Current	YTD	Current	YTD	Current	YTD
1,663.11	1,663.11	1,413.11	1,413.11	250.00	1,017.35
				250.00	1,017.35
Beginning Balance:	64.79	51.29			
Hours Earned:	6.48	168.48			
Hours Taken:	16.00	164.50			
Ending Balance:	55.27	55.27			

Any Ending Balance over 91.29 not used by the last full pay period in December will be lost.

MESSAGE: \*\*The mission of Lexington Medical Center Extended Care is to provide quality service that meet the needs of our community.\*\*

LMC Extended Care  
815 Old Cherokee Rd  
Lexington, SC 29072

Date  
01/02/2015

Advice No.  
104645

Deposit Amount: \$1,017.35

7766 Nutritional Services

To The Account(s) Of  
JANET MARIE SHUFELT  
124 Howe Street  
West Columbia, SC 29170

Account Type	Account Number	Deposit Amount
Checking	0005224560380	1,017.35
<b>Total:</b>		<b>1,017.35</b>

**NON-NEGOTIABLE**

**YEAR-END STATEMENT**

▶ PLEASE RETAIN FOR YOUR RECORDS



(0011912 50439 01012035 A 99)



KENNETH N SHUFELT  
T/O/D  
124 HOME ST  
WEST COLUMBIA SC 29170-4238

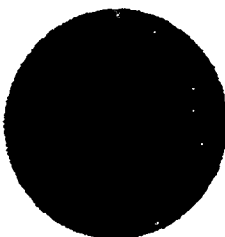


**Year-End Asset Summary**

January 1, 2005 - December 31, 2005 Page 1 of 3

Asset Summary Number: 02003282  
Customer Service: franklintempleton.com  
Shareholder Services 1-800-632-2301  
TDD (Hearing impaired) 1-800-651-0637  
Mailing Address: 100 Fountain Parkway  
PO Box 33030  
St. Petersburg, FL 33733-8030

**Asset Allocation**



- 0% International Funds
- 0% Global Funds
- 0% Growth Funds
- 0% Value Funds
- 0% Blend Funds
- 100% Income Funds
- 0% Sector Funds
- 0% Asset Allocation Funds
- 0% Tax-Free Income Funds
- 0% Money Funds

The Asset Allocation chart is prepared as of the date of this statement. Due to rounding, the percentages may not equal 100%.

**Portfolio Composition**

	Beginning Balance as of 01/01/05 +	Additions/Withdrawals Year-to-Date	Change in Value + Year-to-Date** =	Total Value as of 12/31/05
<b>Income Funds</b>				
Franklin U.S. Government Securities Fund - Class A				
110-10180685278	\$59,922.40	-\$50,480.16	\$957.75	CLOSED
110-10185395048	\$0.00	\$50,480.16	\$1,103.66	\$61,583.82
<b>Total Portfolio Value as of 12/31/05:</b>				<b>\$61,583.82</b>

**Shareholder Information**

The enclosed Investor Topics newsletter contains important information to help with your tax preparation.

\*\* Includes increases from reinvested dividends and capital gains. See reverse for more information.

STATE OF SOUTH CAROLINA **FILED** IN THE FAMILY COURT FOR THE  
COUNTY OF LEXINGTON ELEVENTH JUDICIAL CIRCUIT

Kenneth Shufelt,  
Plaintiff,

2015 MAR 12 P 4:36

WEST A. C. DR: 13-DR-32-0352  
CLERK OF COURT

BK

vs.

Janet Shufelt,  
Defendant.

ORIGINAL

**AFFIDAVIT OF JOHN E. CHEATHAM IN SUPPORT  
OF PLAINTIFF'S CLAIM FOR ATTORNEY FEES**

**PERSONALLY APPEARED BEFORE ME, John E. Cheatham, who, being duly sworn, swears and deposes that if he were called as a witness in the above-entitled action he would truthfully and accurately testify as follows:**

- 1. My name is John E. Cheatham. I am the attorney for Plaintiff, Kenneth Shufelt.**
- 2. I am practicing as The Law Offices of John E. Cheatham, P.A.**
- 3. I graduated from the University of South Carolina School of Law in 1970, and was admitted to the South Carolina Bar in September of 1970.**
- 4. I have been in private practice since September of 1970.**
- 5. My practice primarily involves litigation, with about 55% in matrimonial litigation.**
- 6. I request that the Court award and determine the amount of fees to award Plaintiff based upon the factors it normally relies upon in such cases. See: In Glasscock v. Glasscock, 304 S.C. 158, 403 S.E.2d 313 (1991): (1) the nature, extent, and difficulty**

of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; (6) customary legal fees for similar services. 403 S.E.2d at 315.

**FILED**  
2015 MAR 12 P 4 59  
JENNA CARRIGG  
CLERK OF COURT  
SOUTH CAROLINA

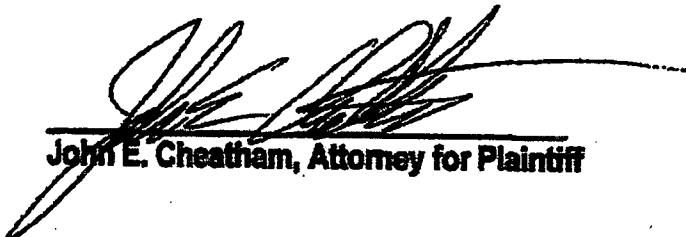
7. The undersigned is informed and believes that during this case the time that has been spent, as set forth, was necessary to the asserting of Plaintiff's claims against Defendant's in this matter.

8. The undersigned, in accordance with the time and expense records of his office, which are properly maintained, states to the Court that the following time was spent in dealing with this action. Upon the undersigned being retained, Plaintiff agreed to pay for attorney time at the rate of \$295.00 per hour.

9. The attached is an accurate summary of all time expended this matter and costs incurred through today's date.

10. Plaintiff, through the undersigned, requests that this Court grant Judgment in favor of the Plaintiff against the Defendant for attorney's fees, suit money and costs, and that the Defendant be required to pay the same within a reasonable time as may be determined by the Court, as Plaintiff's claim is well-founded.

Sworn To Before Me This  
11 day of March, 2015

  
John E. Cheatham, Attorney for Plaintiff

  
Notary Public for South Carolina

My Commission Expires: 3-31-21

Law Offices Of John E. Cheatham, P.A.

102 Harmon Street (29072)  
P.O. Box 1345 (29071)  
Lexington, S.C.

Email: [jcheathamlaw@gmail.com](mailto:jcheathamlaw@gmail.com)

Phone: 803-359-2828

Fax: 803-359-0642

Invoice for Kenneth Shufelt

<u>Date or Dated</u>	<u>Services Rendered</u>	<u>Hours</u>
2012---2013		
12-5-12	Email & phone conversation	.15
12-13-12	Email T/F client and attorney	.15
12-28-12	Email T/F client and attorney	NC
12-30-12	Email T/F client and attorney	.15
1-24-13	4 emails T/F attorney and client	.15
1-29-13	Email to client	.15
2-6-13	Initial Consultation	1.50
2-7-13	Email to client	.15
2-8-13	Email to client	.15
2-10-13	Worked on pleadings	1.75
2-11-13	Finished Pleadings, Client Approved	1.50
2-25-13	Email T/F Dana	.25
3-9-13	Email from Dana	.15
3-11-13	Prepared Motion for Continuance	.50
3-12-13	Call with Parker & email to client	.30
3-15-13	Email from Dana	.15
3-28-13	Email to client	.15
4-3-13	Fax from adv. Atty. & email to client	.15
4-5-13	Email to client	.15
4-5-13	Fax from and to Dooley Re: Extension	.20
4-9-13	Email to Judge Knobel, Email from Ad.'s off. Atty.'s office, email to Adv. Atty.'s office	.45
4-10-13	Email from Judge Knobel	.15
4-12-13	Email from client	.15
4-15-13	Email from Parker	.15
4-15-13	Email to client	.15
4-19-13	3 emails T/F client	.45
4-30-13	Emailed Fin Dec to client	.15
5-1-13	Fax from Adv. Atty.	.15

5-1-13	3 emails T/F client	.45
5-2-13	Prepare for Hearing, Hearing	1.50
5-13-13	Received Answer and Counterclaim	.50
5-28-13	Fax from Adv. Atty. Re: Temporary Order	.15
5-28-13	Reviewed and email proposed order to client	.50
5-28-13	Email T/F client	.30
5-29-13	Fax to Adv. Atty Re: Temporary Order Modification	.35
5-29-13	Email to client	.15
5-30-13	2 emails from client	.30
6-3-13	Mediation prep, mediation	6.00
7-30-13	Emailed Temp Order	.15
7-31-13	Email from client	.15
7-31-13	Emailed client Temp Order with changes	.15
8-1-13	Email from client	.15
8-8-13	Email to client	.15
8-13-13	Email client for info	.25
8-16-13	Email to client	.15
8-17-13	Email from client	.15
8-29-13	Email to client	.15
8-30-13	Email from client	.15
9-4-13	Email from client	.15
9-5-13	Email to client	.15
9-6-13	Email T/F client	.30
9-7-13	Email to client	.15
10-8-13	Email from client	.15
11-24-13	Email from client	.15
11-26-13	Parker sent Temp Order again	.25
11-26-13	Email T/F client	.30
11-27-13	Email from client	.15
12-9-13	Email to client	.15
12-10-13	Email to Parker	.15
2014		
2-4-14	Parker sent Temp Order again	.15
3-27-14	Email from client	.15
4-12-14	Email from client	.15
4-29-14	Email to client	.15
5-5-14	Email from client	.15
5-30-14	Email T/F client	.30
7-9-14	Worked on discovery & also on 7-10-14	2.50
7-11-14	Email to client	.15
7-28-14	Email from client	.15
7-31-14	Email from client	.15
9-15-14	Email from client	.15
9-19-14	Email from client	.15

9-22-14	Email from client and Parker	.30
10-19-14	Email from client	.15
11-4-14	Email from client	.15
11-8-14	Email from client	.15
12-27-14	Email to Parker	.15
12-27-14	Email T/F client	.30

**2015**

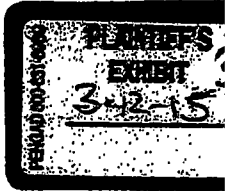
1-12-15	Email to client	.15
2-16-15	Emailed Order to client	.15
2-24-15	Email to Parker	.15
3-3-15	Email T/F client	.30
3-4-15	Email to client with two attachments	.25
3-9-15	Emailed client request for documents	.15
3-10-15	Prepared for trial	3.00
3-11-15	Preparing client for trial and worked on trial prep, visit to Parker's office	10.00
3-12-15	Estimate of Hearing time	<u>4.00</u>

**TOTAL HOURS: 46.95**

**Attorney fees: \$275 x 46.95 hours = \$12,911.25**

Paid 2013:	\$2,000
2014:	\$2,000
<u>2015:</u>	<u>\$3,000</u>
<b>Total:</b>	<b>\$7,000</b>





STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

IN THE FAMILY COURT  
FOR THE ELEVENTH JUDICIAL CIRCUIT  
CASE # 2013-DR-32-1313

Kenneth M. Shufelt, )  
Plaintiff, )

vs. )

Janet R. Shufelt, )  
Defendant, )

**DEFENDANT JANET R. SHUFELT'S  
RESPONSES TO PLAINTIFF'S FIRST  
INTERROGATORIES**

Defendant Janet R. Shufelt responds to the Plaintiff's First Set of Interrogatories as follows:

1. Please identify each person, by name, address, place of employment and phone number, whom you expect to call as an expert witness at trial, state the subject matter on which the expert is expected to testify, qualifications of the expert, the substance of the facts and opinion upon which the expert is expected to testify and a summary of the grounds for each opinion.

**RESPONSE:** None at this time.

2. Please state the names, addresses, place of employment and phone numbers of all persons whom you are aware of who have knowledge relating to this case or have witnessed relevant facts including: assets, liabilities, income, or expenses, your or your spouse's contribution to the family and describe their knowledge:

**RESPONSE:** Louise Crim  
Crim's Bookkeeping & Tax Service  
138 Noah Lucas Rd.  
Lexington, S.C. 29073  
803-894-9918

3. Please list each financial statement you have given in the last five years or for the period of marriage, whichever is longer. List by giving the name and address of the institution the statement was given to and the date it was given and where an original or copy can be obtained:\

**RESPONSE:** BB&T  
309 Columbia Ave  
Lexington, S.C. 29072  
11-27-12  
Refinance of mortgage on marital home

4. Please list all items of property over \$500.00 in value owned by you or your spouse for the past five (5) years in any degree or which you have use of, whether item is individually or jointly held with your spouse or another party.

**RESPONSE:** Defendant objects to this question being unduly broad. Defendant would indicate the assets to include, but not limited to:

- a) marital home located at 124 Howe Street, Lexington, S.C. 29072
- b) 2004 Malibu Max vehicle
- c) 2013 Prius vehicle.
- d) retirement accounts of both parties
- e) checking and savings accounts of both parties

The Defendant reserves the right to supplement this response.

5. Identify any and all bank accounts, which would include any accounts you have had access to as well as deposited money in.

**RESPONSE:** BB&T Elite Gold  
Account # 0005126965526

BB&T Personal Money Rate Savings  
Account # 0005222286850

BB&T IRA Time Investment  
Account # 7410000055874

BB&T Certificate of Deposit  
Account # \*\*\*\*\*51582

The Defendant reserves the right to supplement this response.

6. Give the following information for each asset obtained during the marriage:
- a) Description and address:
  - b) Value of item when acquired, etc.
  - c) Current value and state how the value was determined:
  - d) Separate property
  - e) Distribution:

**RESPONSE:** The Defendant objects to this Interrogatory because it is overly broad and unduly burdensome; however, notwithstanding, but preserving the objection the Defendant would state as follows:

- 1. a) Marital home located at 124 Howe Street, West Columbia, S.C.
- b) Acquired in 2004 for \$141,000. Parties paid down payment of \$31,000.00 from joint funds.
- c) Current value is \$ 163,000.00 (e) based on the 2013 tax records
- d) marital property.
- e) Defendant desires to receive the marital home in the equitable distribution.

2. a) Plaintiff's retirement accounts
  - b) TBD
  - c) TBD
  - d) TBD
  - e) TBD

Defendant reserves the right to supplement her response to this interrogatory.

7. Describe specifically any retirement benefits, pension, profit-sharing etc., you and your spouse receive:

**RESPONSE:** Defendant has a 401K through her employer with an approximate value of \$80,000.00.

Plaintiff has retirement account with Lincoln, Integrated and Franklin. The Defendant does not have sufficient information to answer this interrogatory.

8. List all cash or assets in excess of \$500.00 that you have given or transferred to anyone or any legal entity other than your spouse since your marriage for other than as purchases for your family or business:

**RESPONSE:** None

9. Are you or have you been, within the last five (5) years or the length of the marriage, whichever is longer, a grantor, trustee or beneficiary of any trust, annuity, estate or other entity or hold any property or interest for a third party?

**RESPONSE:** None

10. Describe any: negotiations, offers, inquiries, discussions, proposals or agreements regarding any significant creation of the sale, purchase or any change in value, ownership, or status of any assets, liabilities, employment, source of income or source of expenses.

**RESPONSE:** None

11. Please list any debts that you, individually or jointly, presently owe or have owed in the last five years, the name and address of the creditor, account number, style of account, the current balance, the minimum monthly payment and any security.

**RESPONSE:** The Defendant objects to this Interrogatory because it is overly broad and unduly burdensome; however, notwithstanding, but preserving the objection the Defendant would state as follows:

The mortgage on the marital home has an approximate balance of \$103,000.00.

The Defendant reserves the right to supplement this response.

12. Please state your gross annual income from all sources for each of the last five years.

**RESPONSE:** Lexington Medical Center Extended Care  
Annual gross salary \$ 36,325.23(2013)

13. Describe how you are paid by stating when you are paid and indicate for each pay period your gross salary and wages, etc.

**RESPONSE:** See copy of pay stub attached hereto.

14. Describe all fringe benefits to which you entitled including, but not limited to Health/dental and life insurance, company car, auto allowance, travel or expense accounts, etc.

**RESPONSE:** None

15. Identify any accountant or other person who has assisted you or any member of your household in maintaining or preparing records or who is familiar with them

**RESPONSE:** See response to Interrogatory #2

16. Specifically itemize all your needs on a monthly basis, setting out what you believe the expenses for those needs are:

**RESPONSE:** See the attached financial statement.

17. Describe fully the terms upon which you are compensating your attorney, including the source of those funds:

**RESPONSE:** Defendant paid Sandra Dooley Parker an initial retainer of \$2500.00 and will be billed at a rate of \$250.00 per hour. Source of funds were from personal money earned from employment.

18. Describe any lawsuit, deposition, claim, cause of action or judgment in which you have been a party or in which you have participated in any degree for the last seven years:

**RESPONSE:** None

19. Please state whether you or your spouse now have or have had medical, psychological, alcohol, substance abuse or gambling problems and if the answer to this question is yes, please describe in detail:

**RESPONSE:** None

20. Have you taken any vacations or trips within the past year?

**RESPONSE:** None, other than visiting family in Boston at Thanksgiving of 2012.

21. Identify each incident in which you have made a false statement to or about your spouse.

**RESPONSE:** None

22. Identify and describe any and all observations of the Plaintiff by you or anyone in your employ that is material to the issue of this case.

**RESPONSE:** None

23. If during the course of your marriage you or anyone at your direction has heard, intercepted and/or recorded any of your spouse's telephone or other communication, whether written or oral:

**RESPONSE:** Defendant has not recorded or intercepted any of Plaintiff's telephone calls.

24. Identify and describe any and all conversations of the Plaintiff with the Defendant that you intend to use or refer to in the trial of this case.

**RESPONSE:** Defendant intends to use conversations relating to the Plaintiff admitting that the marriage between the parties was over, that he was in love with Raquel Leighton, that he intended to move in with his paramour, that paramour and her children flew with the Plaintiff to California to visit his family, etc.

25. Identify and describe any and all conversations that you intend to use or refer to in the trial of this case:

**RESPONSE:** None at this time. Defendant reserves the right to supplement this response.

26. Please list and describe any and all direct and indirect contributions to the accumulation of marital property which you have alleged to have made during the source of your marriage, and on what you base your claim to an equitable portion of marital property.

**RESPONSE:** The Defendant objects to this Interrogatory because it is overly broad and unduly burdensome; however, notwithstanding, but preserving the objection the Defendant would state as follows: Defendant is entitled to a reasonable equitable division of marital assets.

27. Identify and describe all assets you owned at the time of your marriage, including the value thereof at such time and currently.

**RESPONSE:** The Defendant objects to this Interrogatory because it is overly broad and unduly burdensome.

28. State how you believe the marital estate should be divided, including in your answers your contributions, both direct and indirect, who should receive what property, and the value of each item hereof:

**RESPONSE:** : The Defendant objects to this Interrogatory because it is overly broad and unduly burdensome; however, notwithstanding, but preserving the objection the Defendant would state as follows: Defendant feels she is entitled to a 50/50 division of the marital estate.

29. Identify any life insurance, annuity, floater or theft, accident, health and hospitalization policies, in which you have an interest in from the date of your marriage:

**RESPONSE:** Defendant is currently covered under the Plaintiff's health insurance policy. Defendant reserves the right to supplement this response.

30. Identify any monies or personal property you received from any source whatsoever in the form of a gift during your marriage:

**RESPONSE:** Defendant received gifts from Plaintiff throughout their marriage.

31. Identify the date of separation of the parties and state your reason for the separation:

**RESPONSE:** The Plaintiff abandoned the parties marriage on December 24, 2012 when he explained to the Defendant that their marriage was over.

32. Is there anything in the financial declaration you filed that you contend is inaccurate?

**RESPONSE:** No.

34. Identify all electronic or other data, including social networks, which the Defendant has sent or received about any matter in issue in this case.

**RESPONSE:** None that the Defendant has sent or received.

35. Identify any and all documents or other information and items that relate to this case:

**RESPONSE:** Deed, Mortgages, financial declarations of both parties, state and federal tax returns, any documents produced by either parties' discovery, emails, subpoenaed document. This answer may be updated if any prepared documentation comes into evidence and it is intended for use at trial.

36. Identify how you want to divide custody of the dogs.

**RESPONSE:** Defendant has all four animals at this time. She will supplement this answer closer to the trial.

37. Identify any and all documentation concerning the health of the dogs and treatment provided since the parties' separation:

**RESPONSE:** Defendant will provide this information at a later date.

THE DOOLEY LAW FIRM, P.A.




BY: 


Sandra Wooley Parker  
218 East Main Street  
Lexington, South Carolina 29072  
(803) 359-2547  
ATTORNEYS FOR DEFENDANT


Lexington, South Carolina  
9-14, 2014


DEFENDANT'S  
EXHIBIT  
3-12-15




 Add Friend  
 Message  
 More

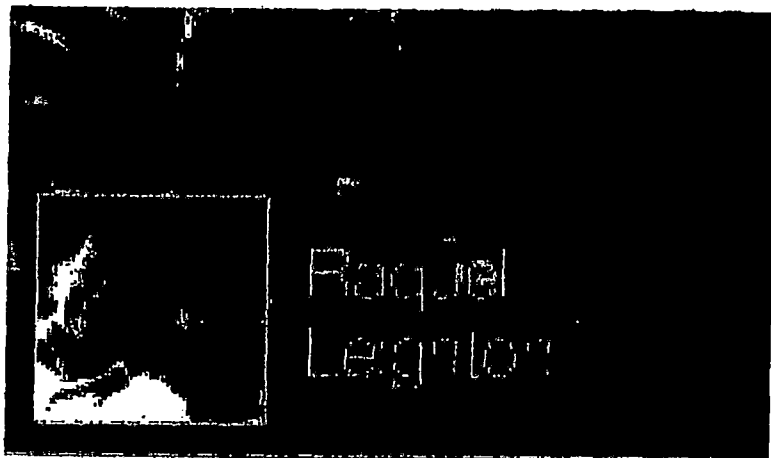
 Studied at Newbury College  
Completed 1987

 In a relationship with Raquel Leighton

 3 friends

  About  Photos  Friends

 Ken Shudell changed his profile picture.



Raquel  
Legido



Add Friend



Message



More



142 Friends



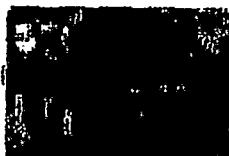
Become friends with Fran Myers and  
Dolly Bennett



About



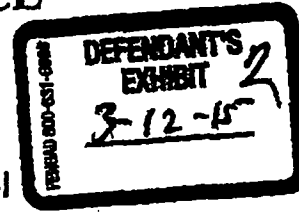
Photos



Friends

# ACCOUNT MATURITY NOTICE

Date: April 03, 2007



\* LYLE C SHUFELT  
 POD KENNETH M SHUFELT  
 AND JANET M RENONI  
 124 HOWE ST  
 WEST COLUMBIA SC 29170-4238

Account Number:	035-5864265	Term:	60 Months
Account Opened/Renewed:	05/01/02	Maturity Date:	05/01/07
Value at Maturity:	\$ 109,664.30	Next Maturity Date:	05/01/12
For Information Call:	1-800-869-3557		

Your Wells Fargo CD (Time Account) will be maturing on the date indicated above. You made a sound financial decision when you opened your CD. In addition to the guaranteed rate, your account is backed by the strength of Wells Fargo Bank and the safety of the Federal Deposit Insurance Corporation (FDIC).

Your CD will renew automatically for the same term and at the rate available at the time of maturity. The grace period begins the day after maturity and ends seven calendar days later, during which you may choose to:

- Add funds to this account - higher balances typically earn higher rates.
- Change the term - longer terms usually earn higher rates.
- Close the account.\*

Call Wells Fargo at the number listed above or contact your banker to see if there are any special CD offers or promotions.

If you have a personal account, the balances in your CD count toward the combined balance requirements of many of our personal relationship accounts - such as our *Wells Fargo Portfolio Management Account*® (PMA®) and *Wells Fargo Checking Packages*™, both of which offer many valuable benefits. Your CD balance may be high enough to ~~waive the monthly service charges on one of these accounts.~~ Talk to your banker, call Wells Fargo, or go online to [wellsfargo.com](http://wellsfargo.com) for details.

For your reference, the terms and conditions that will apply to your account upon renewal, are printed on the back of this notice. We appreciate your business. Thank you for banking with Wells Fargo.

\* Consult your tax advisor regarding any potential tax implications of closing a Retirement Time Account (CD).

Members FDIC



Wells Fargo Bank

MAC 54242-011  
10733 W. Peoria Ave.  
Sun City, AZ 85351  
623 583-4816  
623 974-3881 Fax  
800 869-3557 24 Hr. Customer Service

May 2, 2007

Kenneth Shufelt  
Janet Shufelt  
124 Howe St  
West Columbia, SC 29170

RE: Deceased Account # 0355864265

Dear Kenneth and Janet,

As per your request, I have closed out the above mentioned Certificate and have enclosed a Cashiers Check in the amount of \$ 109,664.30 made payable to you both.

I have also enclosed a "Substitute Form W-9" which I will need you both to sign where I have indicated. Please return to me in the enclosed envelope.

If you have any questions regarding this transaction, please feel free to call me at (623) 583-4816, and I will be happy to assist you.

Thank you for banking with Wells Fargo Bank. We really appreciate your business.

With Regards,

*Diana Quackenbush*

Diana Quackenbush  
Personal Banker

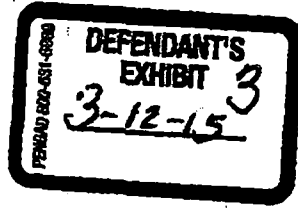
**YEAR-END STATEMENT**

▶ PLEASE RETAIN FOR YOUR RECORDS



**FRANKLIN TEMPLETON  
INVESTMENTS**

{0052418 50439 01012014 A 99}



FTB&T CUST FOR THE IRA OF  
KENNETH M SHUFELT  
124 HOWE ST  
WEST COLUMBIA SC 29170-4238



**Year-End Asset Summary**

January 1, 2013 - December 31, 2013 Page 1 of 2

Financial Advisor: **KURTZ, GARY**  
BB&T INVESTMENT SERVICES INC  
(803) 251-1727

Customer Service: **franklintempleton.com**  
Shareholder Services (800) 632-2301

Mailing Address: **100 Fountain Parkway**  
PO Box 33030  
St. Petersburg, FL 33733-8030

**Franklin Income Fund - Class A**

NASDAQ Symbol: **FKINX**

Fund-Account Number: **109-90231159927**  
Asset Summary Number: **06132868**

Year-to-Date Summary:  
Income Dividends: **\$12,717.86**  
Long-Term Capital Gains: **\$0.00**  
Current Year Contributions: **\$0.00**

**Transaction Details**

DATE	TRANSACTION		DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
01-01-13	BALANCE FORWARD		\$225,226.65	\$2.24		100,547.613
01-03-13	DIV REINVEST	0.0115	\$1,156.30	\$2.26	511.637	101,059.250
02-01-13	DIV REINVEST	0.0111	\$1,121.76	\$2.30	487.722	101,546.972
03-01-13	DIV REINVEST	0.0111	\$1,127.17	\$2.27	496.551	102,043.523
04-01-13	DIV REINVEST	0.0111	\$1,132.68	\$2.31	490.338	102,533.861
05-01-13	DIV REINVEST	0.0111	\$1,138.13	\$2.35	484.311	103,018.172
06-03-13	DIV REINVEST	0.0105	\$1,081.69	\$2.34	462.261	103,480.433
07-01-13	DIV REINVEST	0.0105	\$1,086.54	\$2.26	480.770	103,961.203
07-31-13	NORMAL DISTRIBUTION		\$28,000.00	\$2.34	11,965.812	91,995.391
08-01-13	DIV REINVEST	0.0105	\$965.95	\$2.34	412.799	92,408.190
09-03-13	DIV REINVEST	0.0105	\$970.29	\$2.29	423.707	92,831.897
10-01-13	DIV REINVEST	0.0105	\$974.73	\$2.32	420.142	93,252.039
11-01-13	DIV REINVEST	0.0105	\$979.15	\$2.38	411.408	93,663.447

Continued on next page

211

Purchases can also be made online at **franklintempleton.com**  
Please make your check payable to:

Franklin Income Fund - Class A  
Fund-Account Number: **109-90231159927**

Amount Enclosed:  Please Check

<input type="checkbox"/>	Prior Year Contribution (Jan. - Apr. 15th)	\$
<input type="checkbox"/>	Current Year Contribution	\$
<input type="checkbox"/>	Rollover Contribution	\$
<input type="checkbox"/>	Catch up Contribution (age 50 and older)	\$
<input type="checkbox"/>	Retirement Plan Maintenance Fee	\$

Check here and complete reverse side if changes are necessary for:  
• Address • Distribution Options

**DEPOSIT SLIP**

FTB&T CUST FOR THE IRA OF  
KENNETH M SHUFELT  
124 HOWE ST  
WEST COLUMBIA SC 29170-4238

FRANKLIN TEMPLETON BANK AND TRUST  
C/O FTI RETIREMENT PLAN OPERATIONS  
PO BOX 33033  
ST PETERSBURG FL 33733-8033



**YEAR-END STATEMENT**

▶ PLEASE RETAIN FOR YOUR RECORDS

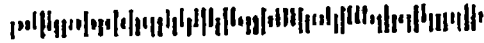


**FRANKLIN TEMPLETON INVESTMENTS**

(0029680 50439 01012014 A 89)

**DEFENDANT'S EXHIBIT**  
3-12-15  
4

KENNETH M SHUFELT  
T/D/D  
124 HOWE ST  
WEST COLUMBIA SC 29170-4230



**Year-End Asset Summary**

January 1, 2013 - December 31, 2013 Page 1 of 2

Financial Adviser: **KURTZ, GARY**  
BB&T INVESTMENT SERVICES INC  
(803) 251-1727

Customer Service: **franklintempleton.com**  
Shareholder Services (800) 632-2301

Mailing Address: **100 Fountain Parkway**  
PO Box 33030  
St. Petersburg, FL 33733-8030

**Franklin Income Fund - Class A**

NASDAQ Symbol: **FKINX**

Fund-Account Number: **109-90227240493**  
Asset Summary Number: **02003292**  
Noncovered Available Shares: **1,262,526**  
Covered Available Shares: **296,834**

Cost Basis: **\$3,090.28**  
Cost Basis: **\$651.41**

Year-to-Date Summary:  
Income Dividends: **\$195.83**  
Long-Term Capital Gains: **\$0.00**

**Transaction Details**

DATE	TRANSACTION		DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
01-01-13	BALANCE FORWARD		\$3,303.55	\$2.24		1,474.797
01-03-13	DIV REINVEST	0.0115	\$16.96	\$2.26	7.504	1,482.301
02-01-13	DIV REINVEST	0.0111	\$16.45	\$2.30	7.152	1,489.453
03-01-13	DIV REINVEST	0.0111	\$16.53	\$2.27	7.282	1,496.735
04-01-13	DIV REINVEST	0.0111	\$16.61	\$2.31	7.190	1,503.925
05-01-13	DIV REINVEST	0.0111	\$16.69	\$2.35	7.102	1,511.027
06-03-13	DIV REINVEST	0.0105	\$15.87	\$2.34	6.782	1,517.809
07-01-13	DIV REINVEST	0.0105	\$18.94	\$2.26	7.053	1,524.862
08-01-13	DIV REINVEST	0.0105	\$16.01	\$2.34	6.842	1,531.704
09-03-13	DIV REINVEST	0.0105	\$16.09	\$2.29	7.022	1,538.726
10-01-13	DIV REINVEST	0.0105	\$16.16	\$2.32	6.966	1,545.692

Continued on next page

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Purchases can also be made online at [franklintempleton.com](http://franklintempleton.com).  
Please make your check payable to:

Franklin Income Fund - Class A  
Fund-Account Number: **109-90227240493**

Amount Enclosed:

\$

**DEPOSIT SLIP**

KENNETH M SHUFELT  
T/D/D  
124 HOWE ST  
WEST COLUMBIA SC 29170-4230

FRANKLIN TEMPLETON INVESTMENTS  
PO BOX 33030  
ST PETERSBURG FL 33733-8030

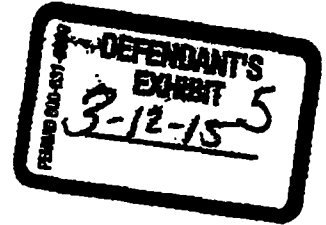
Check here and complete reverse side if changes are necessary for:  
• Address • Distribution Options

001 000090227240493 109 100



800-04-01-00 28804 1 C 001 16 S 68 002  
 KENNETH M SHUFELT  
 JANET M RENONI SHUFELT  
 124 HOWE ST  
 WEST COLUMBIA SC 29170-4238

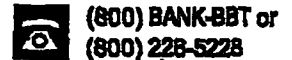
11/13



## Your consolidated statement

For 01/28/2013

### Contact us



#### Do you know someone receiving one of the following benefits?

- Social Security • Railroad Retirement Board • Office of Personnel Management
- Veterans Affairs • Supplemental Security Income • Department of Labor (Black Lung)

The U.S. Treasury requires anyone receiving federal benefits listed above switch from paper checks to electronic payments by March 1, 2013. If you know someone that is currently receiving any of the above mentioned benefits and is in need of an account and direct deposit setup, please send them to BB&T. We will gladly assist.

#### Switch today in three simple steps.

##### 1. Items needed:

- Social Security number or claim number
- Amount of most recent federal benefit check
- BB&T account routing transit number\*
- Account number\* and type of account

\*This information is on the personal checks

##### 2. Make the switch today:

- Ask about direct deposit at your local BB&T financial center
- Call GoDirect at 800-333-1795
- Go online at [www.GoDirect.org](http://www.GoDirect.org)

##### 3. Direct deposit will be sent to the respective BB&T checking account on payment day.

## Summary of your accounts

ACCOUNT NAME	ACCOUNT NUMBER	BALANCE(\$)	DETAILS ON
ELITE GOLD-MM	0005128985526	1,220.04	page 2
PERSONAL MONEY RATE SAVINGS	0005222286850	6,855.95	page 3
Total checking and money market savings accounts		\$8,075.99	
IRA TIME INVESTMENT	7410000055874	18,512.87	page 4
Total individual retirement accounts		\$18,512.87	
CONSTANT CREDIT	0005826209888	497.31	page 5
Total credit accounts		\$497.31	

**Kenneth M Shufelt  
Retirement Account Summary**

**INTELLIGRATED INC. 401(K)  
SAVINGS PLAN**

c/o T. Rowe Price, PO Box 17349  
Baltimore MD 21297-1349

January 3, 2014 to March 31, 2014

Contact Us—[rps.troweprice.com](http://rps.troweprice.com) or Mobile—[www.troweprice.mobi](http://www.troweprice.mobi)  
1-800-922-9945 (M-F 7 a.m. - 10 p.m. Eastern Time)

To change your name or address, please contact your Plan Administrator.

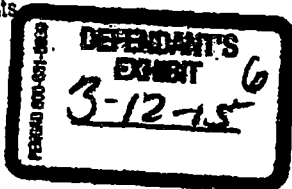
1000979 SP 6093 -C12-P00979 81-0000991-A-07

Kenneth M Shufelt  
124 Howe Street  
West Columbia SC 29170

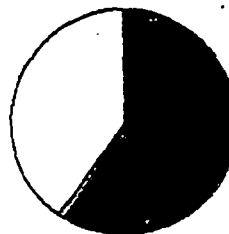
Ending Balance **\$270,965.38**  
Change in Balance **\$10,804.23**

**ACCOUNT AT A GLANCE**

Beginning Balance	\$260,161.15
+ Your Contributions	\$6,517.37
+ Employer Contributions	\$1,195.17
+ Other Credits	\$1,083.52
- Withdrawals/Debits	-\$1,083.52
- Fees	\$0.00
+ Gain/Loss	\$3,091.69
Ending Balance	\$270,965.38
Vested Balance	\$270,965.38



**ASSET ALLOCATION**



- 59.0% Retirement Funds
- 0.7% Stocks
- 0.1% Bonds
- 40.2% Money Market/Stable Val

Percentages are rounded

Asset Allocation shows how the money you've previously invested is distributed over different investment categories. Future Allocation (shown in subsequent modules) shows how any new contributions will be distributed.

**MARKET RETURN & RISK ANALYSIS**

Your Level

Preservation Conservative **Y** Balanced Moderate Growth

Your return risk level is based on the percent of underlying stocks within your investments. Generally stock investments carry a higher risk, but also have a higher potential return. This is just one way to evaluate your portfolio. Based on our analysis, your level has a low potential for gains and losses.

Considering inflation, can your savings last up to 30 years in retirement? If no, consider if your stock allocation may be too low - you may be missing potential growth. For help, access the Tools at [rps.troweprice.com](http://rps.troweprice.com).

Powered by Morningstar Associates, LLC, 2012.

**ESTIMATED MONTHLY INCOME AT RETIREMENT**

How much can you afford to withdraw in retirement? This depends on your age and how long you'll spend in retirement. The ranges below give you an estimated withdrawal rate based on your age. In each subsequent year it assumes you increase the amount by 3% for inflation.

Age Range	Guidelines for Initial Withdrawal as Percent of Current Balance
65 - 69	4%
70 - 74	5%
75 - 79	6%
80 - 84	7%
85+	10%

Estimates assume retirement ends at age 95.

Retire with confidence®





# Lincoln ChoicePlus<sup>SM</sup>

Annuity Quarterly Statement  
1st Quarter 2014

The Lincoln National Life Insurance Company  
PO Box 2348  
Fort Wayne, IN 46801-2348  
888-868-2583

**DEFENDANT'S EXHIBIT**  
 3-12-15  
PERIOD 000-031-0000

**Your Account Information**

**Contract Owner:** KENNETH M SHUFELT  
**Annuitant:** KENNETH M SHUFELT

**Contract Number:** 92-4470008  
**Product:** Assurance (L Share)  
**Plan Type:** Non-Qualified  
**Contract Effective Date:** 10/14/2008

**Representative:** GARY R KURTZ  
**Broker-dealer:** BB&T INVESTMENT SERVICES INC  
If you have any questions regarding this statement, please contact us at the phone number above or visit our website at [www.LincolnFinancial.com](http://www.LincolnFinancial.com).

**Your Quarterly Account Value**

Value 12/31/13	Net Activity	Gain / Loss	Value 3/31/14
\$144,619.22	\$0.00	\$4,106.88	\$148,726.10

Surrender Value: \$148,726.10

Refer to your contract for surrender charge information.

**No Living Benefit Features**

A living benefit feature has not been elected for your contract, although some products do not allow these features. Please contact your Representative with any questions.

**Your Death Benefit**

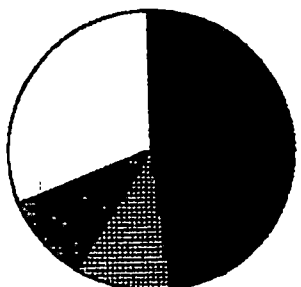
As of 3/31/14, the death benefit for the owner was the greater of \$100,000.00 or the account value. The actual benefit amount may be more or less depending on the date of death, market fluctuations, premium payments and partial withdrawals. For detailed information regarding your death benefit, please refer to your contract or prospectus.

**Your Account Summary**

Contributions	Total Withdrawals	YTD Withdrawals	Cost Basis	Gain/Loss
\$100,000.00	\$0.00	\$0.00	\$100,000.00	\$48,726.10

- Gain/Loss may be understated if your contract is subject to administrative fees.
- Cost Basis is the current total non taxable amount in your contract based on Pre-TEFRA and Post-TEFRA contributions. The amount is calculated based on the aggregate amount of premiums or other consideration you have paid for your contract to date minus the total amount you have received under the contract to date that was excludable from your gross income under the Internal Revenue Code.
- If you have more than one non-qualified annuity issued in the same calendar year, your cost basis may be different than the amount above. A tax advisor should be consulted.

**Your Asset Allocation**



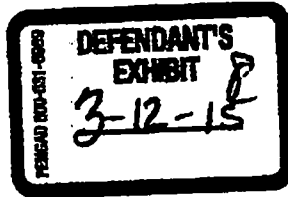
Fund Name	Asset Class*	Percentage	Account Value
● FT Inc Sec	US Large Blend	48.4 %	\$71,996.43
⊕ Fid Mid Cap	US Mid Growth	10.8 %	\$16,116.50
⊙ Del High Yield	Bond	10.4 %	\$15,456.39
○ LVIP Del Bond	Bond	30.4 %	\$45,156.78

- Percentages less than 1% may not be represented in the pie chart. Due to rounding, the percentages shown may not be equal to 100%.
- \*Asset Class is determined by Lincoln National Life Insurance Company and is not considered investment advice.

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3/10/2015 1:07:19 PM PAGE 4/010 Fax Server

Great-West Retirement Services  
P.O. Box 173764  
Denver, CO 80217-3764



### SOUTH CAROLINA DEFERRED COMPENSATION 401(K) AND 457 PLANS COMBINED STATEMENT

IANET MARIE SHUFELT  
124 HOWE ST  
WEST COLUMBIA SC 29170-4238

Statement Period: 01/01/2013 - 03/31/2013  
Participant ID: 6372881  
Acct Ext: 002

What is my account balance?	Where can I get more info?
<p><b>\$72,068.95</b></p> <p>As of 03/31/2013</p>	<p>Website: <a href="http://www.southcarolinadcp.com">www.southcarolinadcp.com</a>          Phone: 1-877-457-6263          Mail: Great-West Retirement Services          P.O. Box 173764          Denver, CO 80217-3764</p>

What might my monthly income be at retirement?

Your current account converted to income at retirement may be: **\$500.54 / month (after tax)**

This figure, referred to on this statement as "Income at Retirement," is a hypothetical illustration that may help you evaluate your retirement readiness. It is not a guarantee of future income or a projection of the future value of your account. It does not represent the performance of any particular investment options. Your Income at Retirement is calculated based on the current balance of this account using limited factors and assumptions. For information on these factors and assumptions, please see "An Important Message about your Income at Retirement" later in this statement.

How has my account changed?	
	98955-01
	401(k) Plan
Balance as of December 31, 2012	<b>\$68,894.40</b>
Employer Contributions	1,021.91
Employee Contributions	1,750.00
Change in Value	513.34
Expenses	-20.70
Balance as of March 31, 2013	<b>\$72,068.95</b>

GREAT-WEST LIFE & ANNUITY  
INSURANCE COMPANY



P.O. Box 973764, Denver, CO 80217-3764

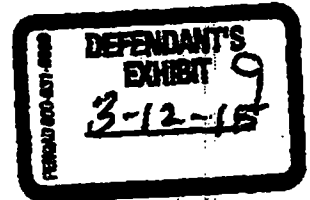
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

KENNETH M. SHUFELT, )  
 )  
PLAINTIFF, )

V. )

JANET R. SHUFELT, )  
 )  
DEFENDANT. )

IN THE FAMILY COURT  
ELEVENTH JUDICIAL CIRCUIT  
CASE#2013-DR-32-352



**AFFIDAVIT OF ATTORNEY FEES  
FOR SANDRA DOOLEY PARKER, ESQ.**

PERSONALLY APPEARED before me, Sandra Dooley Parker, who first being duly sworn,  
deposes and says:

I am the attorney for the Defendant in this action and I make this affidavit in support of the request that she be awarded attorney's fees and costs in this action

I have been in private practice since 1989, having graduated from the University of South Carolina School of Law. I am a member of the Lexington County Bar and the South Carolina Bar. I currently serve on the Executive Committee for the Lexington County Bar Association, and am a partner of The Dooley Law Firm, PA.

I incorporate the Canons of Ethics concerning setting of attorney fees and call the attention of the Court to the case law decisions by the South Carolina Supreme Court and the South Carolina Court of Appeals concerning the factors and criteria which should be considered in setting attorney's fees.

I request that the Court award to Defendant reasonable fees and costs for representation.

Up until the hearing today in this matter, I have spent 44 hours. I have estimated 8 hours for the hearing today, for a total of 52 hours. At my hourly rate of \$250.00, the total attorney fees are \$13,000.00. The Defendant has incurred costs and fees of \$790.00 for a total amount of \$13,790.00.

A handwritten signature in black ink, appearing to be the initials "JP" or similar, written in a cursive style.

I have not attached detailed time sheets as it is my belief that to do so may disclose critical trial strategy and non-discoverable information. The time totals set forth, however, are based upon actual time records maintained by me in my representation of the Defendant.



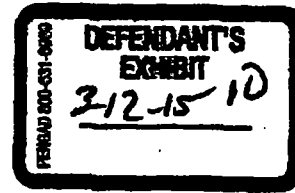
Sandra Dooley Parker

SWORN TO AND SUBSCRIBED  
before me this \_\_\_\_ day of March, 2015 .

\_\_\_\_\_(L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: \_\_\_\_\_

**Sandra Parker**

**From:** Sandra Parker  
**Sent:** Wednesday, February 25, 2015 10:59 AM  
**To:** 'lexingtonlaw@aol.com'  
**Subject:** FW: Shufelt  
**Attachments:** doc00080320150225105702.pdf



John, per your request, here's my client's financial statement and pay stub. Please forward to me your client's financial as soon as possible. Thanks.

Sandra Dooley Parker  
218 East Main Street  
Lexington, S.C. 29072  
803-359-2547  
FAX 803-957-3900

—Original Message—

**From:** Scanner@dooleylawfirm.com [mailto:Scanner@dooleylawfirm.com]  
**Sent:** Wednesday, February 25, 2015 10:57 AM  
**To:** Sandra Parker  
**Subject:**

CS 5501i  
[00:17:c8:06:59:89]

I am using the free version of SPAMfighter.  
SPAMfighter has removed 16017 of my spam emails to date.  
Get the free SPAMfighter here: <http://www.spamfighter.com/en>

Do you have a slow PC? Try a Free scan <http://www.spamfighter.com/SLOW-PCfighter?cid=sigen>

STATE OF SOUTH CAROLINA )  
 COUNTY OF LEXINGTON )

IN THE FAMILY COURT OF THE )  
 JUDICIAL CIRCUIT )

KENNETH SHUFELT )

Plaintiff, )

vs. )

JANET SHUFELT )

Defendant. )

FINANCIAL DECLARATION )  
 OF JANET SHUFELT )

DOCKET NO. 2013-DR-32-00352

DEFENDANT'S EXHIBIT  
 3-12-15 11

HUSBAND/FATHER		WIFE/MOTHER	
Address		Address	124 HOWE ST. WEST COLA, SC
Age		Age	63
Occupation		Occupation	CLINICAL DIETITIAN
Employer		Employer	LEXINGTON MEDICAL CENTER
Employer Address		Employer Address	815 OLD CHEROKEE ROAD LEXINGTON, SC 29072

Gross Monthly Income	Husband/Father	Wife/Mother
Principal Earnings from Employment <sup>1</sup>		1,950.00
Overtime, Tips, Commission, Bonuses <sup>2</sup>		
Pensions, Retirement, and Annuities income		
Additional Employment income		
Social Security Benefits (SSA) and VA Benefits		
Disability and Worker's Compensation Benefits		
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):		
<b>TOTAL GROSS MONTHLY INCOME</b>		<b>1,950.00</b>

Payroll Deductions from Monthly Income	Husband/Father	Wife/Mother
Federal Income Tax <sup>3</sup>		347.58
State Income Tax		46.62
Social Security and Medicare Tax (FICA)		168.00
Self-Employment Tax		
Health and Dental Insurance (Adult)		
Health and Dental Insurance (Child)		
Union Dues		
Voluntary Retirement Contribution (401(k), 457, IRA)		500.00
Mandatory Retirement Contribution		
Savings Plan		
Other (Specify):		
<b>TOTAL MONTHLY DEDUCTIONS</b>		<b>1,062.22</b>
<b>NET MONTHLY INCOME<sup>4</sup></b>		<b>887.78</b>

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

MONTHLY EXPENSES <sup>5</sup>	Husband/Father	Wife/Mother
Residential Rent Payment		
Note or Mortgage Payment on Residence(s)		813.00
Food and Household Supplies <sup>6</sup>		600.00
Utilities, Water, and Garbage Collection		168.00
Telephone and Cellular Phone		114.00
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 <sup>7</sup>		200.00
<b>SUBTOTAL:</b>		
	1,895.00	
Real Property Tax on Residence(s)		
Maintenance for household <sup>8</sup>		45.00
Adult Clothing		100.00
Children's Clothing <sup>9</sup>		
Cable Television, Satellite, and Internet/Online Services		255.00
Laundry and Dry Cleaning <sup>10</sup>		25.00
Medical and Dental Expenses (not paid by insurance)		
Prescriptions, Glasses, and Contacts (not paid by insurance)		
Children's incidental expenses <sup>11</sup>		
School lunches, supplies, field trips, and fees <sup>12</sup>		
Entertainment <sup>13</sup>		125.00
Adult Incidental expenses <sup>14</sup>		
All Installment payments <sup>15</sup>		
Other (Specify):		
<b>SUBTOTAL:</b>		
	550.00	
<b>TOTAL MONTHLY EXPENSES</b>		<b>2,445.00</b>

**Installment Loan Payments Section**

Creditor	For	Monthly Payment	Balance	Owed by <sup>16</sup>

**Other Debts and Obligations *not* payable in monthly installments**

Creditor	For	Date Payable	Balance	Owed by <sup>16</sup>

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)			2,500.00
Money in Savings Account(s), Credit Union, Money Market, or Cert. of Dep.	95,000.00 TBD	20,000.00 TBD	
Value of Voluntary Retirement Account(s)		72,068.95	18,636.07 TBD
Value of Pension Account			
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds			
Value of Privately Held Stocks and Other Business			
Value of Real Estate - Net of Mortgage Balances			TBD
Value of All Other Property <sup>17</sup>		TBD	
<b>TOTAL ASSETS</b>		92,068.95 TBD	TBD

**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<sup>18</sup>**

Owner	Name of Institution	Type of Account	Balance

**Voluntary Retirement Accounts and Pension Accounts Section**

Type of Account	Value

**Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)<sup>19</sup>**

Name of Company	Number of Shares/Type of Account	Value

**Real Estate Section<sup>20</sup>**

Owner	Address	Value	Mortgage Balance	Mortgage Equity

**Other Property Section<sup>17</sup>**

Owner	Description of Asset	Value	Loan Balance	Equity

\_\_\_\_\_  
Signature

Sworn to before me this \_\_\_\_ of \_\_\_\_  
2\_\_\_\_.

\_\_\_\_\_  
Notary Public for South Carolina (SEAL)  
My commission expires: \_\_\_\_\_

1. A recent paystub should be attached to the Financial Declaration. To compute Principal Earnings from Employment, first determine whether you are paid semi-monthly, biweekly, or weekly. If you are paid semi-monthly, multiply the gross amount of your pay check by two. If you are paid biweekly, multiply the gross amount of your pay check by 26 and then divide by 12. If you are paid weekly, multiply the amount of your paycheck by 52 and divide by twelve. Round to the nearest whole dollar.
2. To compute Overtime, Tips, Commission, and/or Bonuses, take an average of your monthly earnings from overtime, tips, commission, bonuses, etc. from the past three years or the length of employment if employed less than three years (including this year).
3. To compute State, Local, and Social Security Tax deductions, use the same formula used to compute principal earnings in endnote 1 above, or consult or have your attorney consult an accountant.
4. Net monthly income is equal to Total Gross Monthly Income minus Total Monthly Deductions.
5. Do not include any expense in the Monthly Expenses section that has already been included in the Deductions from Gross Monthly Income on page one of the Declaration.
6. Food Expense is to include the cost of groceries, toiletries, cleaning supplies, and casual eating out.
7. Auto Expenses are to include gasoline, oil changes, tune-ups, tire replacement, maintenance, and related items.
8. Maintenance for Household is to include appliance and household repairs, landscaping, house cleaning, pest control, pool service, alarm service, and other related items.
9. Clothing Expense is to include shoes and clothing purchases, clothing repair and alterations, and related items.
10. Laundry Expense is to include the cost of laundry service, dry cleaning, and related items.
11. Children's Incidental Expenses are to include allowance, summer camp, baby sitters, lessons, activities, participatory sports, and related items.
12. School Expense is to include tuition, supplies, field trips, dues, tutors, locker rentals, school lunches, and other related items.
13. Entertainment is to include movies, theater, vacations, sporting events, compact discs, digital video discs, and related items.
14. Adult Incidental Expenses are to include cosmetics, hair and nail care, books, magazines, newspapers, business dues, memberships, pets, charity, religious dues or tithes, gifts, bank charges, hobbies, and related items.
15. All Installment Loan Payments is the total amount itemized in Installment Loan Payments Section, which should include all loan payments not already listed as a monthly expense. Examples: home equity loan, credit cards, etc.
16. Indicate which spouse legally owes the payment (husband, wife, or joint).
17. Other property is to include automobiles (minus loan balance), boats (minus loan balance), furniture, furnishings, china, silver, jewelry, collectibles, and other personal property.
18. Itemize Financial Accounts such as checking, savings, credit union, money market, or certificate of deposit accounts in the Financial Accounts Section.
19. Itemize Publicly Held Stocks, Bonds, Securities, Stock Options and Mutual Funds (excluding retirement accounts) in the Publicly Held Stocks, Bonds, Securities, Mutual Funds Section.
20. Itemize each parcel of Real Estate in the Real Estate Section.

May. 1. 2013 3:18PM

The Doo'ey Law Firm

No. 3503 P. 7

LMC Extended Care  
815 Old Cherokee Rd  
Lexington, SC 29072

Pay Group: ECB-EC - Biweekly Hourly Pay Group	Business Unit: ECLMC
Pay Begin Date: 03/24/2013	Advice #: 86365
Pay End Date: 04/06/2013	Advice Date: 04/12/2013

Janet Marie Shufelt 124 Howe Street West Columbia, SC 29170	Employee ID: 14159	TAX DATA: Federal SC State
	Department: 7766-Nutritional Services	Marital Status: Single n/a
	Location: EC Kistler-Holsted	Allowances: 0 0
	Job Title: Dietitian	Adsl. Pct.:
	Pay Rate: \$20.164702 Hourly	Adsl. Amt.:

Dept	Job Code	Description	Rate	Current Hours	Earnings	Description	Current	YTD
7766	DIETN	EC Regular	20.164702	79.23	1,597.63	Fed Withholding	173.79	1,403.53
7766	DIETN	EC Overtime	30.242024	0.33	9.98	Fed MED/EE	23.31	187.49
7717	CNA					Fed OASDI/EE	99.67	801.67
7717	CNA					SC Withholding	84.00	673.00
7717	CNA							
7705	CNA							
7711	CNA							
7711	CNA							
<b>Total:</b>				<b>79.56</b>	<b>1,607.61</b>		<b>380.77</b>	<b>3,064.71</b>

Description	Current	YTD	Description	Current	YTD
EC 401K 3 Yr. Incentive Plan	250.00	2,000.00		0.00	0.00
<b>Total:</b>	<b>250.00</b>	<b>2,000.00</b>	<b>Total:</b>	<b>0.00</b>	<b>0.00</b>

Current:	1,607.63	1,597.63	380.77	250.00	976.86
YTD:	12,930.16	10,930.16	3,065.71	2,000.00	7,864.43
Beginning Balance:	46.69	52.14			
Hours Earned:	6.48	45.36			
Hours Taken:		44.39			
Ending Balance:	53.17	53.17			

NOTE: Rate \* Hours = Earnings unless an hours or earnings adjustment is included or Rate is from an FLSA calculation.

Advice #0086365	976.86
<b>Total:</b>	<b>976.86</b>

Any Ending Balance over 92.14 not used by the last full pay period in January 12th will be lost.

MESSAGE: \*\*\*The mission of Lexington Medical Center Extended Care is to provide quality services that meet the needs of our community\*\*\*

LMC Extended Care  
815 Old Cherokee Rd  
Lexington, SC 29072

Date  
04/12/2013

Advice No.  
86365

Deposit Amount: \$976.86

7766 Nutritional Services

To The Account(s) Of  
JANET MARIE SHUFELT  
124 Howe Street  
West Columbia, SC 29170

Account Type	Account Number	Deposit Amount
Checking	0005126968326	976.86
<b>Total:</b>		<b>976.86</b>

STATE OF SOUTH CAROLINA )

COUNTY OF LEXINGTON )

KENNETH SHUFELT )

Plaintiff, )

vs. )

JANET SHUFELT )

Defendant. )

IN THE FAMILY COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT

FINANCIAL DECLARATION  
OF JANET SHUFELT

Docket No. 2013-DR-32-352

HUSBAND/FATHER		WIFE/MOTHER	
Address		Address	124 Howe Street, West Cola., SC
Age		Age	65
Occupation		Occupation	Clinical Dietitian
Employer		Employer	Lexington Medical Center
Employer Address		Employer Address	815 Old Cherokee Road, Lex., SC

Gross Monthly Income	Husband/Father	Wife/Mother
Principal Earnings from Employment <sup>1</sup>		3,326.22
Overtime, Tips, Commission, Bonuses <sup>2</sup>		
Pensions, Retirement, and Annuities income		
Additional Employment income		
Social Security Benefits (SSA) and VA Benefits		
Disability and Worker's Compensation Benefits		
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):		
<b>TOTAL GROSS MONTHLY INCOME</b>		<b>3,326.22</b>

Payroll Deductions from Monthly Income	Husband/Father	Wife/Mother
Federal Income Tax <sup>3</sup>		347.58
State Income Tax		168.00
Social Security and Medicare Tax (FICA)		245.96
Self-Employment Tax		
Health and Dental Insurance (Adult)		
Health and Dental Insurance (Child)		
Union Dues		
Voluntary Retirement Contribution (401(k), 457, IRA)		500.00
Mandatory Retirement Contribution		
Savings Plan		
Other (Specify):		
<b>TOTAL MONTHLY DEDUCTIONS</b>		<b>1,261.54</b>
<b>NET MONTHLY INCOME <sup>4</sup></b>		<b>1,953.72</b>

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

MONTHLY EXPENSES <sup>5</sup>	Husband/Father	Wife/Mother
Residential Rent Payment		
Note or Mortgage Payment on Residence(s)		813.00
Food and Household Supplies <sup>6</sup>		600.00
Utilities, Water, and Garbage Collection		168.00
Telephone and Cellular Phone		114.00
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 <sup>7</sup>		250.00
<b>SUBTOTAL:</b>		
1,945.00		
Real Property Tax on Residence(s)		
Maintenance for household <sup>8</sup>		45.00
Adult Clothing		100.00
Children's Clothing <sup>9</sup>		
Cable Television, Satellite, and Internet/Online Services		175.00
Laundry and Dry Cleaning <sup>10</sup>		25.00
Medical and Dental Expenses (not paid by insurance)		20.00
Prescriptions, Glasses, and Contacts (not paid by insurance)		
Children's incidental expenses <sup>11</sup>		
School lunches, supplies, field trips, and fees <sup>12</sup>		
Entertainment <sup>13</sup>		125.00
Adult incidental expenses <sup>14</sup>		
All Installment payments <sup>15</sup>		100.00
Other (Specify): pet expense		75.00
<b>SUBTOTAL:</b>		
665.00		
<b>TOTAL MONTHLY EXPENSES</b>		<b>2,611.00</b>

**Installment Loan Payments Section**

Creditor	For	Monthly Payment	Balance	Owed by <sup>16</sup>

**Other Debts and Obligations *not* payable in monthly installments**

Creditor	For	Date Payable	Balance	Owed by <sup>16</sup>

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)			2,000.00
Money in Savings Account(s), Credit Union, Money Market, or Cert. of Dep.			
Value of Voluntary Retirement Account(s)	496,192.03	84,175.23	
Value of Pension Account			
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds			
Value of Privately Held Stocks and Other Business			
Value of Real Estate - Net of Mortgage Balances			60,000.00
Value of All Other Property <sup>17</sup>	148,726.10	10,000.00	
<b>TOTAL ASSETS</b>	<b>644,918.13</b>	<b>94,175.23</b>	<b>62,000.00</b>

**Any Non Marital Property Known to Parties**

Description of Asset	Title Owner	Date of Acquisition	Source of Funds to Acquirer	Estimate Present market Value
BB&T IRA	Janet		inherited	18,185.00

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<sup>18</sup>**

Owner	Name of Institution	Type of Account	Balance

**Voluntary Retirement Accounts and Pension Accounts Section**

Type of Account	Value

**Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)<sup>19</sup>**

Name of Company	Number of Shares/Type of Account	Value

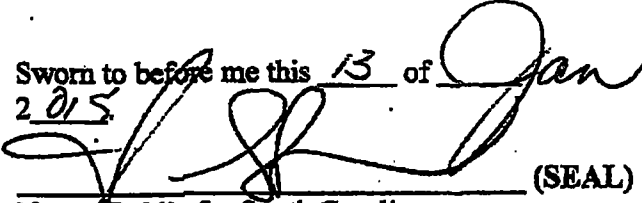
**Real Estate Section<sup>20</sup>**

Owner	Address	Value	Mortgage Balance	Mortgage Equity

**Other Property Section<sup>17</sup>**

Owner	Description of Asset	Value	Loan Balance	Equity

*Janet Skufelt*  
Signature

Sworn to before me this 13 of Jan  
2015  
 (SEAL)  
Notary Public for South Carolina  
My commission expires: 2-1-16

Custodial Parent (if applicable): \_\_\_\_\_

1. A recent paystub should be attached to the Financial Declaration. To compute Principal Earnings from Employment, first determine whether you are paid semi-monthly, biweekly, or weekly. If you are paid semi-monthly, multiply the gross amount of your pay check by two. If you are paid biweekly, multiply the gross amount of your pay check by 26 and then divide by 12. If you are paid weekly, multiply the amount of your paycheck by 52 and divide by twelve. Round to the nearest whole dollar.
2. To compute Overtime, Tips, Commission, and/or Bonuses, take an average of your monthly earnings from overtime, tips, commission, bonuses, etc. from the past three years or the length of employment if employed less than three years (including this year).
3. To compute State, Local, and Social Security Tax deductions, use the same formula used to compute principal earnings in endnote 1 above, or consult or have your attorney consult an accountant.
4. Net monthly Income is equal to Total Gross Monthly Income minus Total Monthly Deductions.
5. Do not include any expense in the Monthly Expenses section that has already been included in the Deductions from Gross Monthly Income on page one of the Declaration.
6. Food Expense is to include the cost of groceries, toiletries, cleaning supplies, and casual eating out.
7. Auto Expenses are to include gasoline, oil changes, tune-ups, tire replacement, maintenance, and related items.
8. Maintenance for Household is to include appliance and household repairs, landscaping, house cleaning, pest control, pool service, alarm service, and other related items.
9. Clothing Expense is to include shoes and clothing purchases, clothing repair and alterations, and related items.
10. Laundry Expense is to include the cost of laundry service, dry cleaning, and related items.
11. Children's Incidental Expenses are to include allowance, summer camp, baby sitters, lessons, activities, participatory sports, and related items.
12. School Expense is to include tuition, supplies, field trips, dues, tutors, locker rentals, school lunches, and other related items.
13. Entertainment is to include movies, theater, vacations, sporting events, compact discs, digital video discs, and related items.
14. Adult Incidental Expenses are to include cosmetics, hair and nail care, books, magazines, newspapers, business dues, memberships, pets, charity, religious dues or tithes, gifts, bank charges, hobbies, and related items.
15. All Installment Loan Payments is the total amount itemized in Installment Loan Payments Section, which should include all loan payments not already listed as a monthly expense. Examples: home equity loan, credit cards, etc.
16. Indicate which spouse legally owes the payment (husband, wife, or joint).
17. Other property is to include automobiles (minus loan balance), boats (minus loan balance), furniture, furnishings, china, silver, jewelry, collectibles, and other personal property.
18. Itemize Financial Accounts such as checking, savings, credit union, money market, or certificate of deposit accounts in the Financial Accounts Section.
19. Itemize Publicly Held Stocks, Bonds, Securities, Stock Options and Mutual Funds (excluding retirement accounts) in the Publicly Held Stocks, Bonds, Securities, Mutual Funds Section.
20. Itemize each parcel of Real Estate in the Real Estate Section.

LMC Extended Care  
815 Old Cherokee Rd  
Lexington, SC 29072

Pay Group: ECH-EC -Biweekly Hourly Pay Group Business Unit: ECLMC  
Pay Begin Date: 12/14/2014 Advice #: 0104645  
Pay End Date: 12/27/2014 Advice Date: 01/02/2015

Janet Marie Shufelt 124 Howe Street West Columbia, SC 29170	Employee ID: 14159	TAX DATA: Federal	SC State
	Department: 7766-Nutritional Services	Marital Status: Single	n/a
	Location: EC Kiesler-Holstedt	Allowances: 0	0
	Job Title: Dietitian	Adtl. Pct.:	
	Pay Rate: \$21.226575 Hourly	Adtl. Amt.:	

Dept	Job Code	Description	Rate	Current Hours	Earnings	Description	Current	YTD
7766	DIETN	EC Regular	21.226575	62.35	1,329.48	Fed Withholding	181.53	181.53
7766	DIETN	EC Annual Leave Hourly	21.226575	16.00	339.63	Fed MED/EE	24.12	24.12
						Fed OASDI/EE	103.11	103.11
						SC Withholding	87.00	87.00
<b>Total:</b>				<b>78.35</b>	<b>1,669.11</b>	<b>Total:</b>	<b>395.76</b>	<b>395.76</b>

Description	Current	YTD	Description	Current	YTD
EC 401K 3 Yr. Incentive Plan	250.00	250.00			
<b>Total:</b>	<b>250.00</b>	<b>250.00</b>	<b>Total:</b>	<b>0.00</b>	<b>0.00</b>

Current:	1,669.11	1,413.11	395.76	250.00	1,017.35
YTD:	1,669.11	1,413.11	395.76	250.00	1,017.35
Beginning Balance:	64.79	51.29			
Hours Earned:	648	163.48			
Hours Taken:	16.00	164.50			
Ending Balance:	55.27	55.27			
				Advice #0104645	1,017.35
				<b>Total:</b>	<b>1,017.35</b>

Any Ending Balance over 91.29 not used by the last full pay period in December will be lost.

MESSAGE: \*\*The mission of Lexington Medical Center Extended Care is to provide quality service that meet the needs of our community.\*\*

LMC Extended Care  
815 Old Cherokee Rd  
Lexington, SC 29072

Date  
01/02/2015

Advice No.  
104645

Deposit Amount: \$1,017.35

7766 Nutritional Services

To The Account(s) Of  
JANET MARIE SHUFELT  
124 Howe Street  
West Columbia, SC 29170

Account Type	Account Number	Deposit Amount
Checking	0005224560380	1,017.35
<b>Total:</b>		<b>1,017.35</b>

**NON-NEGOTIABLE**

STATE OF SOUTH CAROLINA )

COUNTY OF LEXINGTON )

KENNETH SHUFELT )

Plaintiff, )

vs. )

JANET SHUFELT )

Defendant. )

IN THE FAMILY COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT

**FINANCIAL DECLARATION  
OF HUSBAND**

Docket No. 2013 DR 32-352

HUSBAND/FATHER		WIFE/MOTHER	
Address	124 Howe St.	Address	
Age	65	Age	
Occupation	Field Technician	Occupation	
Employer	Intelligrated	Employer	
Employer Address	St. Louis, MO	Employer Address	

Gross Monthly Income	Husband/Father	Wife/Mother
Principal Earnings from Employment <sup>1</sup>	5,500	
Overtime, Tips, Commission, Bonuses <sup>2</sup>		
Pensions, Retirement, and Annuities income		
Additional Employment income		
Social Security Benefits (SSA) and VA Benefits		
Disability and Worker's Compensation Benefits		
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):		
<b>TOTAL GROSS MONTHLY INCOME</b>	<b>5,500</b>	

Payroll Deductions from Monthly Income	Husband/Father	Wife/Mother
Federal Income Tax <sup>3</sup>	228	
State Income Tax	190	
Social Security and Medicare Tax (FICA)	312	
Self-Employment Tax		
Health and Dental Insurance (Adult)	393	
Health and Dental Insurance (Child)		
Union Dues	72	
Voluntary Retirement Contribution (401(k), 457, IRA)	2,126	
Mandatory Retirement Contribution	70	
Savings Plan		
Other (Specify): FSA	250	
<b>TOTAL MONTHLY DEDUCTIONS</b>	<b>3,641</b>	
<b>NET MONTHLY INCOME <sup>4</sup></b>	<b>1,859</b>	

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

MONTHLY EXPENSES <sup>5</sup>	Husband/Father	Wife/Mother
Residential Rent Payment	600	
Note or Mortgage Payment on Residence(s)	408	
Food and Household Supplies <sup>6</sup>	300	
Utilities, Water, and Garbage Collection	109	
Telephone and Cellular Phone	120	
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 <sup>7</sup>	120	
<b>SUBTOTAL:</b>		
1,657		
Real Property Tax on Residence(s)		
Maintenance for household <sup>8</sup>	200	
Adult Clothing	200	
Children's Clothing <sup>9</sup>		
Cable Television, Satellite, and Internet/Online Services		
Laundry and Dry Cleaning <sup>10</sup>	40	
Medical and Dental Expenses (not paid by insurance)		
Prescriptions, Glasses, and Contacts (not paid by insurance)		
Children's incidental expenses <sup>11</sup>		
School lunches, supplies, field trips, and fees <sup>12</sup>		
Entertainment <sup>13</sup>		
Adult Incidental expenses <sup>14</sup>		
All Installment payments <sup>15</sup>		
Other (Specify): Storage	150	
<b>SUBTOTAL:</b>		
590		
<b>TOTAL MONTHLY EXPENSES</b>	<b>2,247</b>	

**Installment Loan Payments Section**

Creditor	For	Monthly Payment	Balance	Owed by <sup>16</sup>
BB&T	House	812	102,000	Joint

--	--	--	--

**Other Debts and Obligations *not* payable in monthly installments**

Creditor	For	Date Payable	Balance	Owed by <sup>16</sup>

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)	600		
Money in Savings Account(s), Credit Union, Money Market, or Cert. of Dep.			
Value of Voluntary Retirement Account(s)	234,161		
Value of Pension Account			
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds			
Value of Privately Held Stocks and Other Business			
Value of Real Estate -- Net of Mortgage Balances	House 135,000		
Value of All Other Property <sup>17</sup>	Misc. Property 13,000		
<b>TOTAL ASSETS</b>	<b>478,761</b>		

**Any Non Marital Property Known to Parties**

Description of Asset	Title Owner	Date of Acquisition	Source of Funds to Acquirer	Estimate Present market Value
T.R. Price	His	Accumulated	Income	304,161
F. Templeton	His	Accumulated	Income	191,000
Lincoln Fin Group	Joint	Accumulated	Income	148,000

**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<sup>18</sup>**

Owner	Name of Institution	Type of Account	Balance
Husband	T.R. Price		270,000
Husband	F. Templeton		61,500
Joint	Lincoln Fin. Group		148,000

**Voluntary Retirement Accounts and Pension Accounts Section**

Type of Account	Value

**Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)<sup>19</sup>**

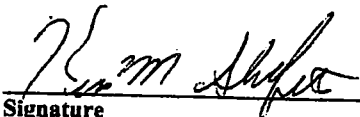
Name of Company	Number of Shares/Type of Account	Value

**Real Estate Section<sup>20</sup>**


Owner	Address	Value	Mortgage Balance	Mortgage Equity
Joint				

**Other Property Section<sup>17</sup>**

Owner	Description of Asset	Value	Loan Balance	Equity
Husband	Misc. Property	13,000		

  
 \_\_\_\_\_  
 Signature

Sworn to before me this 11th of March, 2015.

 (SEAL)  
 Notary Public for South Carolina  
 My commission expires: 3-31-21

INTELLIGRATED, INC. (6108812)  
7901 Innovation Way  
Mason, OH 45040  
United States

### My Pay Statement History

Pay Dates: 01/01/2015-03/11/2015

#	Type	Pay Date	Pay Period Start	Pay Period End	Gross	Check	Direct Deposit	Net Payment
-36249	Regular	02/27/2015	02/16/2015	02/28/2015				
-30779	Regular	02/13/2015	02/01/2015	02/15/2015	\$4,164.47		\$1,718.59	\$1,718.59
-27564	Regular	01/30/2015	01/16/2015	01/31/2015	\$3,194.79		\$1,301.16	\$1,301.16
-19135	Regular	01/15/2015	01/01/2015	01/15/2015	\$4,309.93		\$1,781.22	\$1,781.22
<b>Report Total</b>					<b>\$2,855.40</b>		<b>\$1,155.03</b>	<b>\$1,155.03</b>
					<b>\$14,524.59</b>		<b>\$5,956.00</b>	<b>\$5,956.00</b>

— 209 —

Sorted By: Pay Date Descending  
Filtered By: Pay Dates: 01/01/2015-03/11/2015

Kronos WFR Admin

Generated: 03/11/2015 02:18p  
Generated By: Kenneth M. Shuffelt  
Page 1 of 1

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

KENNETH SHUFELT

Plaintiff,

vs.

JANET SHUFELT

Defendant.

IN THE FAMILY COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT

FINANCIAL DECLARATION  
OF JANET SHUFELT

Docket No. 2013-DR-32-352

HUSBAND/FATHER		WIFE/MOTHER	
Address		Address	124 Howe Street, West Cola., SC
Age		Age	65
Occupation		Occupation	Clinical Dietitian
Employer		Employer	Lexington Medical Center
Employer Address		Employer Address	815 Old Cherokee Road, Lex., SC

Gross Monthly Income	Husband/Father	Wife/Mother
Principal Earnings from Employment <sup>1</sup>		
Overtime, Tips, Commission, Bonuses <sup>2</sup>		3,326.22
Pensions, Retirement, and Annuities income		
Additional Employment income		
Social Security Benefits (SSA) and VA Benefits		
Disability and Worker's Compensation Benefits		
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):		
<b>TOTAL GROSS MONTHLY INCOME</b>		<b>3,326.22</b>

Payroll Deductions from Monthly Income	Husband/Father	Wife/Mother
Federal Income Tax <sup>3</sup>		
State Income Tax		347.58
Social Security and Medicare Tax (FICA)		168.00
Self-Employment Tax		245.96
Health and Dental Insurance (Adult)		
Health and Dental Insurance (Child)		
Union Dues		
Voluntary Retirement Contribution (401(k), 457, IRA)		
Mandatory Retirement Contribution		500.00
Savings Plan		
Other (Specify):		
<b>TOTAL MONTHLY DEDUCTIONS</b>		
<b>NET MONTHLY INCOME <sup>4</sup></b>		<b>1,261.54</b>
		<b>1,953.72</b>

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

MONTHLY EXPENSES <sup>5</sup>		Husband/Father	Wife/Mother
Residential Rent Payment			
Note or Mortgage Payment on Residence(s)			
Food and Household Supplies <sup>6</sup>			813.00
Utilities, Water, and Garbage Collection			600.00
Telephone and Cellular Phone			168.00
Medical, Dental and Disability Insurance Premiums (not deducted from paycheck)			114.00
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 <sup>7</sup>			
<b>SUBTOTAL:</b>	<b>1,945.00</b>		<b>250.00</b>
Real Property Tax on Residence(s)			
Maintenance for household <sup>8</sup>			
Adult Clothing			45.00
Children's Clothing <sup>9</sup>			100.00
Cable Television, Satellite, and Internet/Online Services			
Laundry and Dry Cleaning <sup>10</sup>			175.00
Medical and Dental Expenses (not paid by insurance)			25.00
Prescriptions, Glasses, and Contacts (not paid by insurance)			20.00
Children's incidental expenses <sup>11</sup>			
School lunches, supplies, field trips, and fees <sup>12</sup>			
Entertainment <sup>13</sup>			
Adult Incidental expenses <sup>14</sup>			125.00
All Installment payments <sup>15</sup>			
Other (Specify): pet expense			100.00
<b>SUBTOTAL:</b>	<b>665.00</b>		<b>75.00</b>
<b>TOTAL MONTHLY EXPENSES</b>			<b>2,611.00</b>

**Installment Loan Payments Section**

Creditor	For	Monthly Payment	Balance	Owed by <sup>16</sup>

**Other Debts and Obligations *not* payable in monthly installments**

Creditor	For	Date Payable	Balance	Owed by <sup>16</sup>

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)			
Money in Savings Account(s), Credit Union, Money Market or Cert. of Dep.			2,000.00
Value of Voluntary Retirement Account(s)			
Value of Pension Account	496,192.03	84,175.23	
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds			
Value of Privately Held Stocks and Other Business			
Value of Real Estate – Net of Mortgage Balances			
Value of All Other Property <sup>17</sup>			60,000.00
<b>TOTAL ASSETS</b>	<b>148,726.10</b>	<b>10,000.00</b>	<b>62,000.00</b>
	644,918.13	94,175.23	

**Any Non Marital Property Known to Parties**

Description of Asset	Title Owner	Date of Acquisition	Source of Funds to Acquirer	Estimate Present market Value
BB&T IRA	Janet		inherited	18,185.00

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<sup>18</sup>**

Owner	Name of Institution	Type of Account	Balance

**Voluntary Retirement Accounts and Pension Accounts Section**

Type of Account	Value

**Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)<sup>19</sup>**

Name of Company	Number of Shares/Type of Account	Value

**Real Estate Section<sup>20</sup>**

Owner	Address	Value	Mortgage Balance	Mortgage Equity

**Other Property Section<sup>17</sup>**

Owner	Description of Asset	Value	Loan Balance	Equity

*Ganel Skufell*  
Signature

Sworn to before me this 13 of Jan  
2015

*[Signature]* (SEAL)  
Notary Public for South Carolina  
My commission expires: 2-1-16

Custodial Parent (if applicable): \_\_\_\_\_

1. A recent paystub should be attached to the Financial Declaration. To compute Principal Earnings from Employment, first determine whether you are paid semi-monthly, biweekly, or weekly. If you are paid semi-monthly, multiply the gross amount of your pay check by two. If you are paid biweekly, multiply the gross amount of your pay check by 26 and then divide by 12. If you are paid weekly, multiply the amount of your paycheck by 52 and divide by twelve. Round to the nearest whole dollar.
2. To compute Overtime, Tips, Commission, and/or Bonuses, take an average of your monthly earnings from overtime, tips, commission, bonuses, etc. from the past three years or the length of employment if employed less than three years (including this year).
3. To compute State, Local, and Social Security Tax deductions, use the same formula used to compute principal earnings in endnote 1 above, or consult or have your attorney consult an accountant.
4. Net monthly Income is equal to Total Gross Monthly Income minus Total Monthly Deductions.
5. Do not include any expense in the Monthly Expenses section that has already been included in the Deductions from Gross Monthly Income on page one of the Declaration.
6. Food Expense is to include the cost of groceries, toiletries, cleaning supplies, and casual eating out.
7. Auto Expenses are to include gasoline, oil changes, tune-ups, tire replacement, maintenance, and related items.
8. Maintenance for Household is to include appliance and household repairs, landscaping, house cleaning, pest control, pool service, alarm service, and other related items.
9. Clothing Expense is to include shoes and clothing purchases, clothing repair and alterations, and related items.
10. Laundry Expense is to include the cost of laundry service, dry cleaning, and related items.
11. Children's Incidental Expenses are to include allowance, summer camp, baby sitters, lessons, activities, participatory sports, and related items.
12. School Expense is to include tuition, supplies, field trips, dues, tutors, locker rentals, school lunches, and other related items.
13. Entertainment is to include movies, theater, vacations, sporting events, compact discs, digital video discs, and related items.
14. Adult Incidental Expenses are to include cosmetics, hair and nail care, books, magazines, newspapers, business dues, memberships, pets, charity, religious dues or tithes, gifts, bank charges, hobbies, and related items.
15. All Installment Loan Payments is the total amount itemized in Installment Loan Payments Section, which should include all loan payments not already listed as a monthly expense. Examples: home equity loan, credit cards, etc.
16. Indicate which spouse legally owes the payment (husband, wife, or joint).
17. Other property is to include automobiles (minus loan balance), boats (minus loan balance), furniture, furnishings, china, silver, jewelry, collectibles, and other personal property.
18. Itemize Financial Accounts such as checking, savings, credit union, money market, or certificate of deposit accounts in the Financial Accounts Section.
19. Itemize Publicly Held Stocks, Bonds, Securities, Stock Options and Mutual Funds (excluding retirement accounts) in the Publicly Held Stocks, Bonds, Securities, Mutual Funds Section.
20. Itemize each parcel of Real Estate in the Real Estate Section.

LMC Extended Care  
 815 Old Cherokee Rd  
 Lexington, SC 29072

Pay Group: ECH-EC -Biweekly Hourly Pay Group Business Unit: ECLMC  
 Pay Begin Date: 12/14/2014 Advice #: 0104645  
 Pay End Date: 12/27/2014 Advice Date: 01/02/2015

Janet Marie Shufelt  
 124 Howe Street  
 West Columbia, SC 29170

Employee ID: 14159  
 Department: 7766-Nutritional Services  
 Location: EC Kiesler-Holstedt  
 Job Title: Dietitian  
 Pay Rate: \$21.226575 Hourly

TAX DATA: Federal SC/State  
 Marital Status: Single n/a  
 Allowances: 0 0  
 Addl. Pct.:  
 Addl. Amt.:

HOURS AND EARNINGS			TAXES					
Dept	JobCode	Description	Rate	Current Hours	Earnings	Description	Current	YTD
7766	DIEIN	EC Regular	21.226575	62.35	1,323.48	Fed Withholding	181.53	181.53
7766	DIEIN	EC Annual Leave Hourly	21.226575	16.00	339.63	Fed MED/EE	24.12	24.12
						Fed OASDI/EE	103.11	103.11
						SC Withholding	87.00	87.00
<b>Total:</b>				<b>78.35</b>	<b>1,663.11</b>		<b>395.76</b>	<b>395.76</b>

EMPLOYEE TAX DEDUCTIONS			EMPLOYER TAX DEDUCTIONS			TOTAL		
Description	Current	YTD	Description	Current	YTD			
EC 401K 3 Yr. Incentive Plan	250.00	250.00						
<b>Total:</b>	<b>250.00</b>	<b>250.00</b>	<b>Total:</b>	<b>0.00</b>	<b>0.00</b>			

EMPLOYEE EARNINGS		EMPLOYER EARNINGS		TOTAL	
Current	YTD	Current	YTD	Current	YTD
1,663.11	1,663.11	1,413.11	395.76	250.00	1,017.35
<b>Total:</b>	<b>1,663.11</b>	<b>1,413.11</b>	<b>395.76</b>	<b>250.00</b>	<b>1,017.35</b>

Beginning Balance:	YTD
64.79	51.29
Hours Earned:	648
Hours Taken:	16.00
Ending Balance:	55.27

Advice #0104645  
 Total: 1,017.35

Any Ending Balance over 91.29 not used by the last full pay period in December will be lost.

MESSAGE: \*\*The mission of Lexington Medical Center Extended Care is to provide quality service that meet the needs of our community.\*\*

LMC Extended Care  
 815 Old Cherokee Rd  
 Lexington, SC 29072

Date  
 01/02/2015

Advice No.  
 104645

Deposit Amount: \$1,017.35

7766 Nutritional Services

To The Account(s) Of  
 JANET MARIE SHUFELT  
 124 Howe Street  
 West Columbia, SC 29170

Account Type	Account Number	Deposit Amount
Checking	0065224560380	1,017.35
<b>Total:</b>		<b>1,017.35</b>

**NON-NEGOTIABLE**

**Sandra Parker**

---

**From:** Sandra Parker  
**Sent:** Monday, March 23, 2015 5:16 PM  
**To:** pnuesslej@sccourts.org  
**Subject:** FW: Shufelt v. Shufelt  
**Attachments:** doc00390520150323160549.pdf

Judge Nuessle,

Pursuant to your Order on March 12, 2015, please find attached hereto my proposed Final Order for the above referenced action. As you recall you issued a partial order from the bench, which included the marital home to Defendant, alimony and that the marital estate was to be divided 50-50. You directed that John Cheatham and I provide to you a Memorandum or a proposed Order for the equitable division of the remaining assets and the remaining issues before the Court.

Thank you for your consideration.

Sandra Dooley Parker

Sandra Dooley Parker  
218 East Main Street  
Lexington, S.C. 29072  
803-359-2547  
FAX 803-957-3900

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

**From:** Scanner@dooleylawfirm.com [mailto:Scanner@dooleylawfirm.com]  
**Sent:** Monday, March 23, 2015 5:06 PM  
**To:** Sandra Parker  
**Subject:**

-----  
CS 5501f  
[00:17:c8:06:59:89]  
-----

I am using the free version of SPAMfighter.  
SPAMfighter has removed 16206 of my spam emails to date.  
Get the free SPAMfighter here: <http://www.spamfighter.com/en>

Do you have a slow PC? Try a Free scan <http://www.spamfighter.com/SLOW-PCfighter?cid=sigen>

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

IN THE FAMILY COURT  
ELEVENTH JUDICIAL CIRCUIT  
CASE NO. 2013-DR-32-352

KENNETH M. SHUFELT, )  
PLAINTIFF, )

VS. )

**FINAL ORDER  
AND DECREE OF DIVORCE**

JANET R. SHUFELT, )  
DEFENDANT. )

HEARING DATE: March 12, 2015  
PRESIDING JUDGE: THE HONORABLE PETER R. NUESSELE  
PLAINTIFF ATTORNEY: JOHN CHEATHAM  
DEFENDANT ATTORNEY: SANDRA DOOLEY PARKER  
COURT REPORTER:

This action was commenced by the filing of a Summons, Complaint on February 13, 2013. .  
The Defendant was properly served as evidenced by the Affidavit of Service filed with the Court.  
Defendant filed her Answer and counterclaim.

Present in the Courtroom were Plaintiff with his attorney, John Cheatham, and the Defendant with her attorney, Sandra Dooley Parker. Counsel for the Plaintiff moved to supplement his pleadings to request a divorce based on a continuous one (1) year separation, without objection from the Defendant. Each party submitted financial declarations to the Court.

After careful review of the matters of record before the Court, including financial declarations testimony of the parties and witnesses, arguments of counsel, and all other evidence, the Court makes the following findings of fact and conclusions of law.

1. I find that the Plaintiff currently resides in Rhode Island and the Defendant is a citizen and resident of the County of Lexington, and has lived here for more than one (1) year prior to the filing

of this action.

2. I find that parties are husband and wife having been married to each other on February 15, 2005 and last lived together as husband and wife in the County of Lexington. No children have been born of this marriage and none is expected.

3. I find that the Plaintiff vacated the marital home on or about December 24, 2012 and the parties have lived separate and apart since that date. The Defendant has had exclusive use and possession of the marital home since the date of separation.

4. Based on the foregoing, the Court has jurisdiction over this action and the parties hereto, and the venue is proper.

#### EQUITABLE DIVISION

5. I find that the marital home located at 124 Howe Street, West Columbia, S.C. 29170 has an approximate value of \$163,470.00 and a mortgage balance of approximately \$100,000.00, which results in an approximate equity of \$63,470.00. I find that Defendant shall have the sole use, possession and ownership of said marital residence. Within fourteen (14) days after this Order is signed, the Plaintiff will convey all of his right, title and interest into the marital home to the Defendant. Defendant shall bear the expense of deed preparation and forward same to counsel for the Plaintiff for execution.

6. I find that the Defendant shall be responsible for the timely payment of the mortgage, taxes and insurance on the marital residence, and shall further make a diligent effort to refinance the mortgage within one (1) year from the date of this Order, so to release the Plaintiff from all indebtedness associated with the marital home.

7. I find that based on the duration of the marriage, the contributions of the parties and the

other statutory elements of equitable division, I find that the marital estate shall be divided equally (50-50) between the parties.

8. I find that the Plaintiff is entitled to use, possession and ownership of the 2013 Prius, with an approximate value of \$30,000.00 and the Defendant shall be entitled to use and possession of the 2005 Chevrolet Maxima, with an approximate value of \$3,000.00. Each party shall be responsible for taxes, insurance and maintenance associated with their respective vehicles. Each party will cooperate with the other and execute any documentation necessary so that each party has title to their respective vehicle.

9. I find that each party shall be responsible for payment of their respective cell phone bill. The parties will cooperate with each other if necessary to execute documentation to separate the current cell phone plan.

10. I find that the Plaintiff shall be entitled to his personal property located within the marital home and shall retrieve his personal property on a date and time mutually agreeable to the parties. The Plaintiff's personal property consists of his clothing, a diamond watch, his mother's diamond, motorcycle, tools and equipment located in the workshop, stamp/coin collection, for a combined estimated value of approximately \$10,000.00. The Defendant shall be entitled to the remaining personal property and furnishings located in the marital home and further entitled to the lawn mower and 2 ladders located in the workshop, and the four (4) pets, for a combined estimated value of approximately \$10,000.00.

11. I find that the Defendant shall be entitled to retain her 401K with Great West Retirement Services (Account # 6372881) with a balance of \$72,068.95, as of the date of filing.

12. I find the Plaintiff has three (3) retirement accounts, as follows: Franklin Templeton (account # 90227240493) with a balance of \$237,761.41 as of the date of filing, Franklin Templeton

(account #9022724493) with a balance of \$ 3,487.39, as of the date of filing, and a 401K through his employer, known as the Intelligrated (T. Rowe Price) account, with a approximate balance of \$ 260,161.15 as of the date of filing. I find that the Plaintiff testified that a portion of the three (3) retirement accounts were non-marital due to the fact the Plaintiff made contributions to the accounts prior to the marriage to the Defendant, although the Plaintiff could not provide to the Court the amount of the accounts that were marital and the amount that was non-marital. The Plaintiff's financial declaration reflects that the Plaintiff contributes \$2,100.00 per month into his 410K, (Intelligrated - T. Rowe Price) account. I find that due to no evidence to the contrary, all three (3) of these accounts are part of the marital estate, to be equitably divided between the parties.

13. I find that the parties have a variable annuity known as the Lincoln account (Account # 924470008 non-qualified) which has an approximate balance of \$148,901.75 as of the date of filing. I find that this account accumulated during the marriage and is a marital asset, as the result of a Certificate of Deposit made payable to both of the parties from the estate of Lyle Shufelt.

14. I find that the parties have a BB&T IRA (account # 7410000055874), titled jointly, with a balance of \$18,500.00 as of the date of filing, and the Plaintiff had a BB&T savings account with an approximate balance of \$6,500.00, as of the date of filing. I find both of these accounts are marital assets, subject to equitable division.

15. I find that combining the above referenced assets, the marital estate has a value of approximately \$863,850.65, with each party being entitled to 50% of the marital estate, which is \$431,925.32 each. I find that the marital estate consists of the equity in the marital home, the Defendant's 401K, personal property/furniture, the 2013 Prius, 2005 Chevrolet Maxima, the two (2) Franklin Templeton accounts, the Lincoln account, the Intelligrated 401K retirement account, the BB&T IRA and the BB&T Savings account. As an equitable division of the marital estate, I find that

the Defendant shall be entitled to the marital home, with equity in the amount of \$63,470.00; her 401K, with a balance of \$72,068.95; her personal property in the marital home valued at \$10,000.00 and her car valued at \$3,000.00. In addition, the Plaintiff shall pay to the Defendant the sum of \$283,386.37. Said payment shall be accomplished utilizing a QDRO, with both parties paying equally for the drafting of same by Stan Buetler, Esquire.

#### ALIMONY

16. I find that the Plaintiff's income far exceeds that of the Defendant and based on the disparity of income, duration of marriage, the need and expenses of the Defendant and the remaining statutory elements of alimony, I find that the Plaintiff shall pay to the Defendant the sum of \$500.00 per month as permanent periodic alimony, commencing April 1, 2015.

#### ATTORNEY FEES

17. I find that the Plaintiff shall pay the Defendant's attorneys fees in the amount of \$13,790.00 directly to Sandra Dooley Parker at 218 East Main Street, Lexington, S.C. 29072, within thirty (30) days of this Order.

#### MEDICAL INSURANCE

18. I find that the Plaintiff has had the Defendant insured under his medical insurance plan offered through his employer and that without said insurance coverage, the Defendant will be without medical insurance. I find that the Plaintiff shall continue to insure the Defendant through a COBRA plan for medical insurance until such time as she can obtain medical insurance through her employer or for a term of six (6) months, whichever occurs first.

#### MAIDEN NAME OF DEFENDANT

19. I find that the Defendant is entitled to resume the use of her maiden name of Janet M. Renoni and in doing so she is not attempting to defraud creditors or avoid criminal prosecution.

MUTUAL RESTRAINING ORDER

20. I find that the parties are mutually restrained from harassing, coming about or bothering the other party.

DIVORCE

21. I find that the parties have been living separate and apart for a period of at least one (1) year and I find that the Plaintiff is entitled to a divorce, *absolute matrimonii*, on the grounds of a continuous one (1) year separation.

NOW, THEREFORE, based upon the foregoing it is ORDERED that the findings of this Court as set forth herein above be and hereby are, made into a Final Order of this Court.

IT IS FURTHER ORDERED that the Plaintiff is granted a divorce from the Defendant on the statutory grounds of a continuous one year separation.

AND IT IS SO ORDERED.

---

Peter R. Nuessle  
Presiding Judge, Family Court  
Eleventh Judicial Circuit

Lexington, S.C.

\_\_\_\_\_, 2015

**Sandra Parker**

---

**From:** lexingtonlaw@aol.com  
**Sent:** Friday, April 10, 2015 5:25 PM  
**To:** lexingtonlaw@aol.com; PNuessleJ@sccourts.org  
**Cc:** Sandra Parker  
**Subject:** Re: addnal issues  
**Attachments:** shufelt final decree rev.docx

Judge Nuessle,

Attached incomplete file, so I am sending the correct file now.

Best regards,

John E. Cheatham

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

**From:** lexingtonlaw <lexingtonlaw@aol.com>  
**To:** PNuessleJ <PNuessleJ@sccourts.org>  
**Cc:** sandra <sandra@dooleylawfirm.com>  
**Sent:** Fri, Apr 10, 2015 4:38 pm  
**Subject:** Re: addnal issues

Judge Nuessle,

I have attached my comments on the additional issues in the Shufelt case, and I am mailing them today.

I am likewise forwarding them to Ms. Parker.

Best regards,

John E. Cheatham

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

**From:** Nuessle, Peter R. <PNuessleJ@sccourts.org>  
**To:** lexingtonlaw <lexingtonlaw@aol.com>  
**Cc:** sandra <sandra@dooleylawfirm.com>  
**Sent:** Mon, Mar 30, 2015 6:31 pm

Dear Mr. Cheatham:

Ms. Parker's e-mail of today is correct. Please submit your proposed order in the Shufelt case by mail to me on or before Friday, April 10.

Thank you.

Sincerely,

Judge Nuessle

~~~~ CONFIDENTIALITY NOTICE

~~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy,

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

ELEVENTH JUDICIAL CIRCUIT  
IN THE FAMILY COURT

KENNETH M. SHUFELT, )  
 )  
PLAINTIFF, )

CASE NO. 2013-DR-32-0352

VS. )

FINAL ORDER AND DECREE OF DIVORCE

JANET R. SHUFELT, )  
 )  
DEFENDANT. )  
\_\_\_\_\_ )

HEARING DATE: MARCH 12, 2015

PRESIDING JUDGE: THE HONORABLE PETER R. NUSSLE

PLAINTIFF ATTORNEY: JOHN E. CHEATHAM

DEFENDANT ATTORNEY: SANDRA DOOLEY PARKER

COURT REPORTER:

Plaintiff commenced this action by the filing a Summons and Complaint with this Court on February 13, 2013. The Defendant was properly served as evidenced by the Affidavit of Service filed with the Court. Defendant filed her Answer and counterclaim. This matter is properly before this Court as to jurisdiction of the issues and the parties and venue in properly in Lexington County.

Present at the hearing were Plaintiff with his attorney, John E. Cheatham, and the Defendant with her attorney, Sandra Dooley Parker. Counsel for the Plaintiff moved to supplement his pleadings to request a divorce based on a continuous one (1) year separation, without objection from the Defendant. Each party submitted a proper financial declaration to the Court.

After careful review of the matters of record before the Court, including financial declarations testimony of the parties and witnesses, arguments of counsel, and all other evidence, the Court makes the following findings of fact and conclusions of law.

1. I find that the Plaintiff currently resides in Rhode Island and the Defendant is a citizen and resident of the County of Lexington, and has lived here for more than one (1) year prior to the filing of this action.

2. I find the parties are husband and wife who were married on February 15, 2005. I find they last lived together as husband and wife in the County of Lexington, South Carolina. No children have been born of this marriage and none is expected.

3. I find that the Plaintiff vacated the marital home on or about December 24, 2012 and the parties have lived separate and apart since that date. The Defendant has had exclusive use and possession of the marital home since the date of separation.

4. Based on the foregoing, the Court has jurisdiction over this action and the parties hereto, and the venue is proper.

#### EQUITABLE APPORTIONMENT

5. I find that the marital home located at 124 Howe Street, West Columbia, S.C. 29170 has an approximate value of \$ 163,470.00 and a mortgage balance of approximately \$ 100,000.00, which results in an approximate equity of \$63,000.00. I find that Defendant shall have the sole use, possession and ownership of said marital residence. Within fourteen (14) days after the filing of this Order, the Plaintiff will convey all of his right, title and interest into the marital home to the Defendant. Defendant shall bear the expense of deed preparation and forward same to counsel for the Plaintiff for execution.

6. I find that the Defendant shall be responsible for the timely payment of the mortgage, taxes and insurance on the marital residence, and shall further make a diligent effort to refinance the mortgage within one (1) year from the date of this Order, so to release the Plaintiff from all indebtedness associated with the marital home. Defendant agrees to hold Plaintiff harmless for any

liability for the home.

7. I find that based on the duration of the marriage, the contributions of the parties and the other statutory elements of equitable apportionment, I find that the marital estate shall be divided equally (50-50) between the parties.

8. I find that the Plaintiff is entitled to use, possession and ownership of the 2013 Prius, with an approximate value of \$30,000.00 and the Defendant shall be entitled to use and possession of the 2005 Chevrolet Maxima, with an approximate value of \$3,000.00. Each party shall be responsible for taxes, insurance and maintenance associated with their respective vehicles. Each party will cooperate with the other and execute any documentation necessary so that each party has title to their respective vehicle.

9. I find that each party shall be responsible for payment of their respective cell phone bill. The parties will cooperate with each other if necessary to execute documentation to separate the current cell phone plan.

10. I find that the Plaintiff shall be entitled to his personal property located within the marital home and shall retrieve his personal property on a date and time mutually agreeable to the parties. The Plaintiff's personal property consists of his clothing, a diamond watch, his mother's diamond, motorcycle, tools and equipment located in the workshop, stamp/coin collection, for a combined estimated value of approximately \$10,000.00. The Defendant shall be entitled to the remaining personal property and furnishings located in the marital home and further entitled to the lawn mower and 2 ladders located in the workshop, for a combined estimated value of approximately \$10,000.00

11. I find that the Defendant shall be entitled to retain her 401K with Great West Retirement Services (Account # 6372881) with a balance of \$72,000.00, as of the date of filing.

12. I find that the Plaintiff testified that a portion of the three (3) retirement accounts were non-marital due to the fact the Plaintiff made contributions to the accounts prior to the marriage to the Defendant, and stated on his Financial Declaration provided to the Court the amount of the accounts that were marital and the amount that was non-marital. The Plaintiff's financial declaration reflects that the Plaintiff contributes \$2,100.00 per month into his 41 OK, (Intelligrated T. Rowe Price) account. I find that his financial declaration indicates pre-marital retirement with that had been transferred from Intelligrated to T.R. Price of \$270,000.00 and thus had marital funds of \$34,000.00 in that account. He had a premarital retirement account of \$61,500.00 with Franklin Templeton, and thus had marital funds there of \$129,500.00. I find no evidence to the contrary and conclude the marital estate from these two accounts to be \$163,500.00, to be equitably apportioned and divided between the parties.

13. I find that the parties have a variable annuity known as the Lincoln account (Account # 924470008 non-qualified) which has an approximate balance of \$148,000.00 as of the date of filing. I find that this account accumulated during the marriage and is a marital asset, as the result of a Certificate of Deposit made payable to both of the parties from the estate of Lyle Shufelt.

14. I find that the parties have a BB&T IRA (account # 7410000055874), titled jointly, with a balance of \$18,500.00 as of the date of filing, and the Plaintiff had a BB&T savings account with an approximate balance of \$6,500.00, as of the date of filing.

15. I find the balance of all of these 4 accounts that are marital is \$337,401.00 and subject to equitable apportionment.

16. I find that combining the above referenced assets, the marital estate has a value of approximately \$452,479.00, with each party being entitled to 50% of the marital estate, which is \$226,239.50. I find that the marital estate consists of the equity in the marital home of \$63,000.00,

personal property/furniture, the 2013 Prius (\$30,000.00), 2005 Chevrolet Maxima (\$3,000.00), and that each party is receiving about \$10,000.00 in personal property.

17. As an equitable division of the marital estate, I find that the Defendant shall be entitled to the marital home, with equity in the amount of \$63,000.00; her 401K, with a balance of \$72,000; her personal property in the marital home valued at \$10,000.00 and her car valued at \$3,000.00. In addition, the Plaintiff shall pay to the Defendant the sum of \$78,239.50. Said payment shall be accomplished utilizing a QDRO, where necessary, with both parties paying equally for the drafting of same by Stan Buetler, Esquire.

#### ALIMONY

18. I find that the Plaintiff's income exceeds that of the Defendant and based on the disparity of income, duration of marriage, the need and expenses of the Defendant and the remaining statutory elements of alimony, I find that the Plaintiff shall pay to the Defendant the sum of \$500.00 per month as permanent periodic alimony, commencing April 1, 2015.

#### MEDICAL INSURANCE

19. I find that the Plaintiff has had the Defendant insured under his medical insurance plan offered through his employer and that without said insurance coverage, the Defendant will be without medical insurance. I find that the Plaintiff shall continue to insure the Defendant through a COBRA plan for medical insurance until such time as she can obtain medical insurance through her employer or for a term of six (6) months, whichever occurs first.

#### MAIDEN NAME OF DEFENDANT

20. I find that the Defendant is entitled to resume the use of her maiden name of Janet M. Renoni and in doing so, she is not attempting to defraud creditors or avoid criminal prosecution.

#### DIVORCE

21. Prior to the Hearing, I asked the parties if there was any chance of a reconciliation. After such inquiry, I find there is no possibility of reconciliation. I find that the parties have been living separate and apart for a period of at least one (1) year and I find that the Plaintiff is entitled to a divorce, *a vinculo matrimonii*, on the grounds of a continuous one (1) year separation, without cohabitation, and that no further corroboration is needed.

#### DIVISION OF ANIMALS

22. Although both parties requested a division of the animals, I find the Court should not rule upon this issue. In making such ruling I understand that an argument could be made that they are property and could be divided as such, and if either were an unusually valuable animal, the court might entertain ruling upon them.

#### ATTORNEY'S FEES

23. Defendant submits that neither party should be awarded attorney's fees in this case as the factors in the main cases in this State do not warrant same.

24. In *Buist v. Buist*, 399 S.C. 1107, 30 S.E.2d 879 (Ct. App. 2012) the Court of Appeals stated:

For the benefit of the Bench and the Bar, we briefly address the appropriate procedure to object to an award of attorneys' fees in family court:

(1) During the trial, a party may introduce an attorneys' fee affidavit in support of the party's request for an award of attorneys' fees. To object to the propriety of a fee award, the opposing party may either contemporaneously object to the affidavit or, at some point prior to the close of the final hearing, request a hearing—then or later—on the sole issue of attorneys' fees.<sup>4</sup>

(2) If the opposing party either objects or is granted a later hearing, the family court may receive additional testimony and evidence or evaluate the record as it then exists, applying the *Glasscock* or *E.D.M.* factors, to decide the propriety of awarding attorneys' fees.

(3) If the opposing party fails to object or request a later hearing, the family

<sup>4</sup> The family court may exercise its discretion to grant a fees-only hearing, and is not required to grant such a request.

court may exercise its discretion to determine whether the amount of the award stated in the fee affidavit (*i.e.*, the hourly rate and number of hours billed) is reasonable absent additional testimony. However, even if the family court finds the affidavit reasonable, it must still consider whether the proponent of the affidavit is entitled to attorneys' fees pursuant to the *Glasscock* or *E.D.M.* factors. (4) If the party against whom fees are awarded objects to the family court's application of the *Glasscock* or *E.D.M.* factors in the final order, the party may raise the issue in a motion to reconsider pursuant to Rule 59(e), SCRPC; however, if that party chose not to object to the fee affidavit or request a later hearing, the party's objection to the award must only be supported by information contained in the record. In other words, the party may not introduce additional testimony regarding any of the factors after the family court issues its final order.<sup>5</sup> Therefore, we find that Husband's motion to reconsider constituted a timely challenge to the family court's award of attorneys' fees. The court of appeals' conclusion that "any request [to reconsider an award of attorneys' fees] at the 59(e) stage of the proceedings was untimely because Husband could have raised this issue at trial" is clearly erroneous. *See Buist*, 399 S.C. at 125, 730 S.E.2d at 886 (emphasis added). This statement wrongly conflates the timing of Husband's objection with his failure to object with specificity, prior to his appeal to the court of appeals, to the propriety of awarding attorneys' fees. We likewise reject the court of appeals' finding that the parties must contemporaneously object to fee affidavits to preserve objections to an award of attorneys' fees for appellate review. A failure to object to the affidavit only indicates the party's acceptance of the affidavit as a reasonable representation of the amount of fees the opposing party owes his or her attorney, thus obviating any need for the opposing party to produce additional evidence or testimony on the matter. The family court must still apply the *Glasscock* or *E.D.M.* factors to determine whether to award a fee, as well as the amount of the fee to award. *Cf. Glasscock*, 304 S.C. at 161 & n.1, 403 S.E.2d at 315 & n.1 (classifying the six factors into those relevant to determining a reasonable hourly rate, those relevant to <sup>5</sup> We note that the above procedural analysis is not intended to confuse practitioners or unduly burden the family court, but is simply intended to validate the propriety of a Rule 59(e) motion for objections to fee awards. determining a reasonable number of hours, and those relevant to determining whether an award should be made at all).

(The *Buist* opinion also cited the cases of *Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991) and *E.D.M. v. T.A.M.* 307 S.C. 471, 415 S.E.2d 812 (1992).)

*Glasscock, id.* at 304 S.C. 161, states," we hold that a fee award must be based upon a reasonable hourly fee. Applying the above six factors to determine an appropriate fee award, the reasonableness of the hourly rate shall be determined according to: (1) the professional standing of counsel; and (2) the customary legal fees for similar services. The reasonableness of the number of

hours billed shall be determined according to: (1) the nature, extent, and difficulty of the case; and (2) the time necessarily devoted to the case.

*EDM v. TAM, id. at 161* need is determined by (1) the party's ability to pay his/her own attorney's fee; (2) beneficial results obtained by the attorney; (3) the parties' respective financial conditions; (4) effect of the attorney's fee on each party's standard of living.

Thus, on an 8 year marriage, attorney's fees should not be awarded. If awarded, then need cannot be determined under *EDM v TAM*. Even if need was determined, there is no itemized statement which the Court could rely upon in considering and determining the remaining issues in *EDM, id.* and *Glasscock*, to make an award of fees to Defendant.

Thus, the Defendant has not established she is entitled to a fee, much less established what that fee should be.

NOW, THEREFORE, based upon the foregoing it is ORDERED that the findings of this Court as set forth herein above be and hereby are, made into a Final Order of this Court as if set forth herein word for word..

IT IS FURTHER ORDERED that the Plaintiff is granted a divorce, *a vinculo matrimonii*, from the Defendant on the statutory grounds of a continuous one year separation, without cohabitation.

AND IT IS SO ORDERED this \_\_\_\_ day of April, 2015, at \_\_\_\_\_, South Carolina

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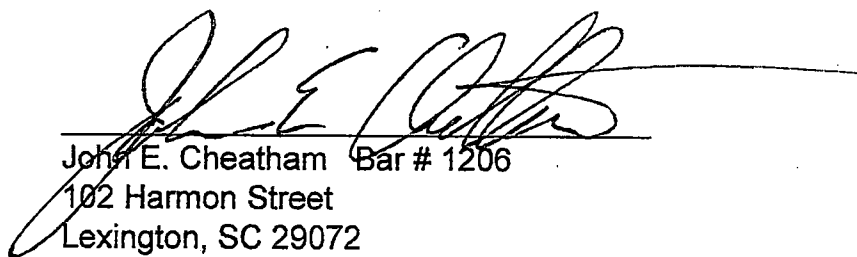
Peter R. Nuessle, Presiding Judge

CERTIFICATE OF COUNSEL

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I certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

May 1, 2017

  
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Attorney for Appellant

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM LEXINGTON COUNTY  
Family Court  
Peter Nuessle, Family Court Judge

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Appellate Case No. 2015-002426

---

Kenneth M. Shufelt

Appellant.

v.

Janet R. Shufelt,

Respondent,

---

FINAL BRIEF OF APPELLANT

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**STATEMENT OF ISSUES ON APPEAL**

1. **DID THE TRIAL COURT ERR IN FAILING TO INCLUDE AN ATTEMPT TO RECONCILE, WHICH WAS UNAVAILING, AS REQUIRED BY S.C. CODE ANN. SECTION 20-3-90 THUS VOIDING THE FINAL DECREE?**
2. **DID THE TRIAL COURT ERR IN FAILING TO MAKE FINDINGS OF FACT AND CONCLUSIONS OF LAW TO SUPPORT ITS DECISIONS IN THIS CASE PURSUANT TO SCFCR 26 (A)?**
3. **DID THE TRIAL COURT ERR IN DETERMINING EQUITABLE APPORTIONMENT WITHOUT PROPER FINDINGS OF FACTS AND CONCLUSIONS OF LAW TO SUPPORT ITS VALUATIONS, INCLUSIONS AND EXCLUSIONS OF PROPERTY IN THE MARITAL ESTATE, AND THE DIVISION OF MARITAL PROPERTY?**
4. **DID THE TRIAL COURT ERR IN FAILING TO COMPLY WITH THE STATUTORY PROVISIONS THAT APPLY TO EQUITABLE APPORTIONMENT, INCLUDING S.C. CODE ANN SECTION 20-3-620?**
5. **DID THE TRIAL COURT ERR IN DETERMINING AN AWARD OF ALIMONY TO RESPONDENT WITHOUT PROPERLY MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW PURSUANT TO S.C. CODE ANN SECTION 20-3-130 TO SUPPORT ITS DECISION?**
6. **DID THE TRIAL COURT ERR IN ITS AWARD OF ATTORNEY FEES TO RESPONDENT WITHOUT REQUIRING AN ITEMIZED BILL AND OTHERWISE COMPLYING WITH THE FACTORS SET FORTH BY THE SUPREME COURT IN DETERMINING WHETHER TO AWARD AND WHAT AMOUNT TO AWARD SUCH FEES?**

## STATEMENT OF THE CASE

On February 13, 2013, Kenneth M. Shufelt brought an action for Separate Support and Maintenance against Janet Shufelt, in which he sought equitable apportionment of marital property, a barring of both to alimony, and Defendant's attorney's fees. Janet Shufelt filed an Answer and Counterclaim on May 9, 2013, seeking a divorce on the grounds of adultery, equitable apportionment of property, alimony and attorney's fees.

At the time of the divorce hearing on March 15, 2015, Husband was 67 years old (R. p. 61, lines 25, R. p. 62, line 1) and Wife was 65 years old. (R. p. 125, lines 23-24)

Husband and Wife were married in 2005. At that time Husband was employed with Intelligrated Inc. (R. p. 45, lines 3-5) where he had been employed for 10 years; and Wife was employed with Lexington Medical Extended Care. (R. p. 111, lines 12-13) where she had been employed for 2 years.

Husband's income during the eight year marriage was twice that of Wife and he contributed two-thirds of the marital funds (R. p. 40, lines 21-25); Wife contributed one-third of the marital funds. (R. p. 42, lines 1-2)

Throughout the marriage the Husband's employment required him to travel extensively (R. p. 44, lines 1-2, R. p. 49, lines 6-9; R. p. 64, lines 24-25; R. p. 65, lines 1-9) up to 3 and ½ weeks a month. (R. p. 65, lines 1-2) Husband contended the marriage was adversely affected by the Wife's conduct of screaming at him almost every time he returned from the travel that was required by his employment. (R. p. 50, lines 1-20). Wife admitted this conduct, but downplayed it by claiming her Husband gave her permission to do so. (R. p. 142, lines 22-25; R. p. 143, lines 1, 9-25; R. p. 144, lines 1- 12)

On March 12, 2015, the case was tried by the Honorable Peter R. Nuessle. Judge Nuessle filed his Final Order on April 27, 2015, in which he addressed the issues and ruled mainly in favor of Janet Shufelt. Kenneth Shufelt timely filed his Motion to Alter, Amend or Reconsider or Grant a New Trial on May 12, 2015. (R. p. 8) All requested relief was denied by Nuessle's Order filed October 26, 2015. On November 20, 2015, Kenneth Shufelt served the Notice of Appeal on Sandra D. Parker, attorney for Janet R. Shufelt.

## FACTS

It is uncontested the parties were married in 2005, and lived together in their Lexington County home until separation about December of 2012.

There is no contest as to the parties having been separated for more than one year prior to filing of the divorce, and that the parties last lived together as husband and wife in Lexington County.

There is no contest that a joint savings account came into the marriage when Appellant's Father died (R. p. 17, lines 17-25), as Father honored Appellant's request to make a pay-on-death account to Appellant and Respondent, which initially had a value of \$109,664.30 (R. p. 190) and that was found by Judge Nuessle to have a date of filing value of \$148,901.75 (R. p. 4, ¶ 13).

There is no contest that the Husband obtained a house in his name in Lexington County prior to the marriage, which he transferred a one-half interest to his Wife after the marriage (R. p. 72, lines 16-17) and the Court found a net equity of \$63,470.00. (R. p. 2 ¶ 5)

There is no contest that the Wife worked throughout the marriage and created a joint IRA that had a value of \$18,500.00, (R. p. 194) Wife also had a joint savings account of \$6,500.00. (R. p. 4 ¶ 14)

The Court found and the parties do not dispute, that the parties each received about \$10,000.00 in personal property, plus the Husband's vehicle he keeps has a value of \$30,000.00, and the Wife's car that she keeps has a value of \$3,000.00. (R. p. 3 ¶ ¶ 8 and 10)

There is no contest the Wife had \$72,068.00 in her marital 401K. (R. p. 3 ¶ 11)

The Husband testified that his Intelligrated retirement account was created about 18 years ago, and that although exact amounts of the account could not be determined in all of the accounts, that dividing the account by 18, and multiplying that by 8 (the number of years of the marriage), would be a proper procedure to determine what was marital property and what division should be made by the Court. (R. p. 60, lines 10-15)

ARGUMENTS

1. DID THE TRIAL COURT ERR IN FAILING TO INCLUDE AN ATTEMPT TO RECONCILE, WHICH WAS UNAVAILING, AS REQUIRED BY S.C. CODE ANN. SECTION 20-3-90 THUS VOIDING THE FINAL DECREE?

Husband submits that the divorce is void as the Final Order and Decree of Divorce filed April 27, 2015, did not contain a verification that the mandatory attempt at reconciliation of the parties was made by the judge, and the attempt was unavailing. S.C.Code § 20-3-90 (1976) (R. p. 1 (Final Order and Decree of Divorce)); Plaintiff's Motion Recon. or Grant a New Trial, (R. p. 9 ¶ 5)

S. C. Code Ann. § 20-3-90 provides:

In all cases referred to a master or special referee, such master or special referee shall, except in default cases, summon the party or parties within the jurisdiction of the court before him and shall in all cases make an earnest effort to bring about a reconciliation between the parties if they appear before him. No judgment of divorce shall be granted in such case unless the master or special referee to whom such cause may have been referred shall certify in his report or, if the cause has not been referred, unless the trial judge shall state in the decree that he has attempted to reconcile the parties to such action and that such efforts were unavailing.

The applicable portion in this case boils down to the phrase: "[N]o judgment of divorce shall be granted ... unless the trial judge shall state in the decree that he has attempted to reconcile the parties to such action and that such efforts were unavailing."

Appellant submits that such requires the Court to remand the matter back to the trial court level for a new trial, or for further consideration.

In the case of *Miller v. Miller*, 280 S.C. 314, 313 S.E.2d 288 (S.C. 1984) the Supreme Court stated:

Next, appellant argues the judge erred in failing to conduct a reconciliation hearing as required by S.C. Ann. § 20-3-90 (1976).

The reconciliation procedures of § 20-3-90 of the Code are mandatory. *Fennell v. Littlejohn*, 240 S.C. 189, 125 S.E.2d 408 (1962). Failure on the part of the trial judge to comply with §20-3-90 of the Code is ground for reversal. *Brown v. Brown*, 243 S.C. 383, 134

S.E.2d 222 (1963). The record discloses no attempt by the judge to reconcile the parties; therefore, we reverse the decree granting respondent a divorce.

(313 S.E.2d at 290)

Appellant acknowledges reconciliation was attempted, and that this Court has the right to make such findings as it desires, but would point out that since the reconciliation issue was raised on Motion to Reconsider, Alter, Amend or for a New Trial, the Court had the opportunity to correct the Final Order and Decree of Divorce (R. p. 9 ¶ 5), but chose not to in his Order (R. p. 7) denying Appellant's Motion.

The Appellant acknowledges the Court has a right to make such findings as it desires. See: *Badeaux v. Davis*, 337 S.C. 195, 522 S.E.2d 835 (S.C. App., 1999)

The Appellant addresses his remaining issues in this case as the Court could disagree that the application of this Code Section voids the Final Order and Decree of Divorce.

2. DID THE TRIAL COURT ERR IN FAILING TO MAKE FINDINGS OF FACT AND CONCLUSIONS OF LAW TO SUPPORT ITS DECISIONS IN THIS CASE PURSUANT TO SCFCR 26 (A)?

SCFCR 26 (a) provides:

**ORDERS**

**(a) Findings of Fact.** An order or judgment pursuant to an adjudication in a domestic relations case shall set forth the specific findings of fact and conclusions of law to support the court's decision.

A review of the Final Order and Decree of Divorce reveals a lack of findings and conclusions of law to support the decisions on alimony, equitable apportionment, and attorney's fees and thus these issues must be reviewed by the Court of Appeals, or remanded to the trial court for further proceedings, a review, or a new trial.

In *Badeaux v. Davis*, 337 S.C. 195, 522 S.E.2d 835 (Ct. App. 1999) this Court stated:

Father raises several issues for consideration regarding the validity of the order issued by the Family Court. His first contention is the order does not comply with Rule 26(a), SCFCR, in failing to set forth adequate findings of fact to support the Court's determination of arrears. We disagree.

Rule 26(a), SCRFC provides:

An order or judgment pursuant to an adjudication in a domestic relations case shall set forth the specific findings of fact and conclusions of law to support the court's decision.

Father argues that under *Atkinson v. Atkinson*, 279 S.C. 454, 309 S.E.2d 14 (Ct.App.1983) and *Aycock v. Aycock*, 284 S.C. 193, 324 S.E.2d 650 (Ct.App.1984), this Court should remand the Family Court order for a *de novo* hearing. Generally, where an order of the Family Court fails to comply with Rule 26(a), the appellate court should reverse and remand so the Family Court may make specific findings of fact. *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659 (1993).

"However, when an order from the family court is issued in violation of Rule 26(a), SCRFC, the appellate court may remand the matter to the trial court or, where the record is sufficient, make its own findings of fact in accordance with the preponderance of the evidence." *Griffith v. Griffith*,

332 S.C. 630, 647, 506 S.E.2d 526, 535 (Ct.App.1998) (citing *Holcombe v. Hardee*, 304 S.C. 522, 524, 405 S.E.2d 821, 822 (1991)). See also, *Bull v. Smith*, 299 S.C. 123, 382 S.E.2d 905 (1989) (Appellate Court may make an independent review of the record to make findings of fact where the Family Court's order fails to make such findings in compliance with Family Court Rule 26(a)). (337 S.C. at 202)

Therefore, Appellant submits that this Court should make such findings and conclusions and correct the Lower Court's Order, or remand the case at the Court's discretion.

3. **DID THE TRIAL COURT ERR IN DETERMINING EQUITABLE APPORTIONMENT WITHOUT PROPER FINDINGS OF FACTS AND CONCLUSIONS OF LAW TO SUPPORT ITS VALUATIONS, INCLUSIONS AND EXCLUSIONS OF PROPERTY IN THE MARITAL ESTATE, AND THE DIVISION OF MARITAL PROPERTY?**

The Court's decision that the marital estate included, with values as of the date of filing: 1) house equity of \$63,470.00 (R. p. 2 ¶ 5); Husband's vehicle \$30,000.00; Wife's vehicle \$3,000.00 (R. p. 3 ¶ 8); 3) \$10,000.00 in personal property to each for a total of \$20,000.00 (R. p. 3 ¶ 10); 4) Wife's 401K of \$72,068.95 (R. p. 3 ¶ 11); 5) Husband's three retirement accounts of Franklin Templeton (0493) of \$237,761.31, Franklin Templeton of \$3,487.39, and a 401K with a value of \$260,161.15 (R pp 3-4, ¶ 12); 6) Lincoln account of \$148,901.75 (R. p. 4 ¶ 13); 7) BB&T IRA, jointly titled, balance of \$18,500.00; and 7) BB&T savings of \$6,500.00. (R p. 4 ¶ 14) The Court totaled the marital estate at approximately \$863,850.65. (R pp. 4-5 ¶ 15)

The Court erroneously found that Appellant testified that a portion of all three accounts were marital due to the fact that Plaintiff made contribution to the accounts prior to the marriage to the Defendant, as the Appellant could not provide to the Court the amount of the accounts that were marital and what was nonmarital. (R. p. 4, lines 3-9, 15)

The Appellant's testimony clearly admitted that the Intelligrated retirement account was partially marital and partially nonmarital as "[I]ntelligrated was the only time that any of the funds would be marital." (R. p. 45, lines 8-12) Husband further testified, "Previous to that (Intelligrated), it would be nonmarital." (R. p. 45, lines 8-12) Thus the evidence only supports a finding that the two prior Franklin Templeton accounts would be nonmarital.

There is no evidence in the record that any marital funds were placed into the Franklin Templeton accounts, and the Court made no finding that the Husband was unbelievable. Thus, Husband's uncontradicted testimony establishes the error made by the Court in determining the marital estate. The fact that a value is not placed on a nonmarital property at the time of marriage is of no effect as it still remains nonmarital.

This decision that Franklin Templeton was marital property does not have any support in the record, and thus there are no findings and conclusions to support the Court's decision that marital funds were deposited into the Franklin Templeton accounts during the marriage. This objection is set forth in Plaintiff's Motion to Reconsider (R. p. 18; as it is addressed, directly or indirectly, in ¶¶ 2, 18, 19, 20, 21, 23, 25, 26, 27, 28, 29, 30, 32, and 35.)

Thus the Franklin Templeton accounts of \$237,761.31, and \$3,487.39, should be subtracted from the marital estate as error was clearly made by the Court's unsupported decision that the two accounts were marital property, and they remain nonmarital.

The Court of appeals stated that property acquired by either party before the marriage is generally considered nonmarital, unless it is transmuted. See; *Pool v. Pool*, 321 S.C. 84, 88, 467 S.E.2d 753, 756 (Cl.App.1996)

In the matter before the Court the issue of transmutation was never raised or ruled upon, so the Franklin Templeton accounts retain their nonmarital status.

4. DID THE TRIAL COURT ERR IN FAILING TO COMPLY WITH THE STATUTORY PROVISIONS THAT APPLY TO EQUITABLE APPORTIONMENT, INCLUDING S.C. CODE ANN. SECTION 20-3-620?

Initially, Appellant submits that the 50-50 division is not based on any findings of fact and conclusions of law as is required by SCFCR 26 and such fails to comply with S.C. Code § 20-3-620 (2008) (R. p. 8 ¶¶ 2, 13, 14, 20, 21, 25, 35, 45, 46, 47, 48 49, 50, 51, 52 and 56).

The Appellant submits that the total marital estate should be the sum of \$478,055.37.

This figure results from adding the following:

|                                    |              |
|------------------------------------|--------------|
| Intelligrated Inc. retirement 8/18 | \$115,615.62 |
| Lincoln Savings                    | \$148,901.75 |
| House Equity                       | \$ 63,470.00 |
| Wife IRA                           | \$ 18,500.00 |
| Wife's savings                     | \$ 6,500.00  |
| Husband personal property          | \$ 10,000.00 |
| Wife's personal property           | \$ 10,000.00 |
| Husband's Vehicle                  | \$ 30,000.00 |
| Wife's Vehicle                     | \$ 3,000.00  |
| Wife's 401K                        | \$ 72,068.00 |

The major issue as to exclusion of the Franklin Templeton Accounts has been addressed above as remaining nonmarital property. (The other significant issue is the Intelligrated Inc. retirement which the Court valued at \$260,161.15; Husband valued at \$115,615.62, which is 8/18 of the total account. (R. p. 86, lines 10-15, R. pp. 11-12 ¶ 20, 21)

The Husband offered this division in his testimony at the trial (R. p.. 86, Lines 10-15) but it was rejected, and paragraph 20 of Appellant's Motion to Reconsider, Alter or Amend the Decree (R. p. 11-12) where Appellant contended that paragraphs 8 through 21 of the Final Order and Decree of Divorce were not supported by any proper findings of fact and conclusion of law. (R. p. 2 ¶ 2)

The Court noted that the Husband brought into the marriage an asset that was valued at the hearing \$148,901.75 (R. p. 4) as it was gifted by his father to the parties at Husband's request (R. p. 81, lines 7-25; R. p. 82, lines 13-25, R. p. 83, lines 1-9, three retirements worth hundreds of thousands of dollars (\$237,761.41, \$3,487.39, \$260,161.15) (R. p. 3-4

¶ 12), shows that Husband's income greatly exceeded Wife (R. p. 5 ¶ 16) which means that he contributed much more assets and income to the marriage than the Wife. The Court totally ignored all of these contributions when making its equitable division of the parties as is required by S.C.Code § 20-3-620 (2008).

The law in this state has certainly recognized a fifty-fifty division as an appropriate starting point for a family court judge attempting to divide an estate of a long-term marriage. See: *Doe v. Doe*, 370 S.C. 206, 634 S.E.2d 51 (2006).

In this case it is clear that a long-term marriage is not involved *Doe, supra*, and clearly the court did not make the necessary findings of fact and conclusions of law to support the Court's decision of a fifty-fifty split.

In *Fitzwater v. Fitzwater*, 396 S.C. 361, 721 S.E.2d 7 (Ct. App. 2011) in a ten-year marriage the Husband was awarded sixty percent of the marital estate, where the Husband brought most of the assets and income into the marital estate and the Wife brought little if any assets into the marriage. See also: *Crossland v. Crossland*, 408 S.C. 443, 759 S.E.2d 419 (2014) (60% awarded to Husband).

The Husband contends that property acquired before the marriage, being his two Franklin Templeton Accounts (R. p. 19, lines 10-18), is generally considered nonmarital. See: *Pirri v. Pirri*, 631 S.E.2d 279, 369 S.C. 258 (Ct.App. 2006).

There were no findings of fact and conclusions of law in the Final Order and Decree of Divorce (R. p. 1-6) that even addressed changing the nonmarital status of the Franklin Templeton accounts, so they remain nonmarital. *Perri, supra*.

The Husband submits that a proper valuation of the marital estate, with proper findings of facts and conclusions of law to support the valuations and inclusions and exclusions should be made pursuant to SFRC 26(a)). Then a division should be made, with proper findings and conclusions to support the decision would at least entitle him the exclusion of the Franklin Templeton Accounts. The reduction of the Intelligrated Inc. account to \$115,615.62 should be properly addressed by the Court.

Under the *Fitzwater* and *Crossland*, (*supra*) *opinions*, Husband submits he should receive at least 60% of the marital estate.

5. DID THE TRIAL COURT ERR IN DETERMINING AN AWARD OF ALIMONY TO RESPONDENT WITHOUT PROPERLY MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW PURSUANT TO 20-3-130 TO SUPPORT ITS DECISION?

As to the awarding of Alimony, S.C.Code § 20-3-130 (2002), provides, *inter alia*:

(1) Periodic alimony to be paid but terminating on the remarriage or continued cohabitation of the supported spouse or upon the death of either spouse (except as secured in subsection (D)) and terminable and modifiable based upon changed circumstances occurring in the future. The purpose of this form of support may include, but is not limited to, circumstances where the court finds it appropriate to order the payment of alimony on an ongoing basis where it is desirable to make a current determination and requirement for the ongoing support of a spouse to be reviewed and revised as circumstances may dictate in the future.

(C) In making an award of alimony or separate maintenance and support, the court must consider and give weight in such proportion as it finds appropriate to all of the following factors: (1) the duration of the marriage together with the ages of the parties at the time of the marriage and at the time of the divorce or separate maintenance action between the parties; (2) the physical and emotional condition of each spouse; (3) the educational background of each spouse, together with need of each spouse for additional training or education in order to achieve that spouse's income potential; (4) the employment history and earning potential of each spouse; (5) the standard of living established during the marriage; (6) the current and reasonably anticipated earnings of both spouses; (7) the current and reasonably anticipated expenses and needs of both spouses; (8) the marital and nonmarital properties of the parties, including those apportioned to him or her in the divorce or separate maintenance action; (10) marital misconduct or fault of either or both parties, (11) the tax consequences to each party as a result of the particular form of support awarded; (13) such other factors the court considers relevant.

The Family court stated the following in determining whether or not to award alimony to the Respondent:

I find the Plaintiff's income far exceeds that of the Defendant and based on the disparity of income, duration of marriage, the need and expenses of the Defendant and the remaining statutory elements of alimony, I find

Plaintiff shall pay to the Defendant the sum of \$500.00 per month as permanent periodic alimony, commencing April 1, 2015.

The only testimony in the record concerning any amount of alimony is where Defendant's attorney asked Defendant to look at her financial declaration and asked her to state her net income was \$1,953.72, and then asked her to look at her expenses that totaled \$2,445.00, and that she was asking for the difference in the two. (R p 125, lines 13-22)

The Court could not properly consider and make findings of fact concerning Wife's income, expenses, and assets as Wife could not verify her financial declarations or her finances. (R. p. 128, lines 4-25; R. p. 129, lines 1-25; R. p. 130, lines 1-18, R. p. 131, lines 24-25; R. p. 132, lines 1-25; R. p. 133, lines 1-8, R. p. 134, lines 22-25; R. p. 135, lines 1-25; R. p. 136, lines 1-25; R. p. 137, lines 1-25; R. p. 138, lines 14-25; R. p. 139, lines 1-25; R. p. 140, lines 1-18; R. p. 141, lines 10-25; R. p. 142, lines 1-21; R. p. 193-204)

Further, calculations from Respondent's last paycheck attached to her last Financial Declaration (R. p. 165) indicates Wife is paid every two weeks, so dividing her check by 2 equals \$832.55 per week, which when multiplied times 4.3 equals \$3,579.96 per month and not the \$3,326.22 which was evidently calculated by multiplying her paycheck by 2).

Additionally, Wife makes a \$500.00 monthly deposit to her voluntary retirement account (R. p. 160, R. p. 193) and per these Financial Declarations allegedly pays \$100.00 a month in an installment payment (R. p. 161) but Respondent did not and apparently cannot identify same. (R. p. 134, lines 22-25; R. p. 135, lines 1-2)

If one assumes alimony should be considered, then you have to add the unreported income of \$253.74 per month, and take away the unknown \$100.00 installment payment, and consider Respondent's current \$84,175.23 retirement account (R. p. 162), and Respondent's portion of the marital assets Respondent will receive per equitable apportionment.

Husband submits Respondent clearly cannot establish any need for alimony and that the Respondent can pay all of her current expenses without such.

The guide for determining alimony is S.C. Code Ann 20-3-130 (2002), and clearly the Court did not consider all the factors in determining whether the Respondent should be awarded alimony; and Husband submits Respondent should never have been awarded alimony, and he should be reimbursed or given an off-set against all alimony paid in equitable apportionment of the marital estate.

Appellant acknowledges that such repayment is discretionary with the court. *Christy v. Christy*, 317 S.C. 145, 452 S.E.2d 1 (Ct.App. 1995)

6. DID THE TRIAL COURT ERR IN ITS AWARD OF ATTORNEY FEES TO RESPONDENT WITHOUT REQUIRING AN ITEMIZED BILL AND OTHERWISE COMPLYING WITH THE FACTORS SET FORTH BY THE SUPREME COURT IN DETERMINING WHETHER TO AWARD AND WHAT AMOUNT TO AWARD SUCH FEES?

Appellant objected to Respondent's attorney fee affidavit being submitted as it was not itemized as required by rulings of our Supreme Court's concerning awarding attorney's fees in the Family Court. (R. p. 122, lines 9-25)

Further, Appellant objected to the award as there were no findings and conclusions in the record, including Decree, to support such an award as is required by the law of this State as set forth by our Supreme Court (Rule 26(a) (R. p. 16 ¶¶ 54, 55)

*In the case of E.D.M. v. T.A.M.*, 307 S.C. 471, 415 S.E.2d 812 (1992), our Supreme Court quoted the following from *Glasscock*:

Finally, Husband contests the award of attorney's fees to Wife. In determining whether an attorney's fee should be awarded, the following factors should be considered:

- (1) the party's ability to pay his/her own attorney's fee;
  - (2) beneficial results obtained by the attorney;
  - (3) the parties' respective financial conditions;
  - (4) effect of the attorney's fee on each party's standard of living.
- Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991).

The Family Court did not properly consider the factors set forth in *E.D.M.*, (*supra*) and thus any such award should be set aside.

Even if Respondent is considered to be the prevailing party (a fact not determined by the Court) Respondent is required to provide an itemized statement of time spent on the case in order for the court to determine an award of attorney's fees. See *Johnson v. Johnson*, 288 S.C. 270, 341 S.E.2d 811 (Ct.App. 1986).

The document presented by Respondent's attorney, referenced as an affidavit (R. p. 198-199, is not notarized), does not provide an itemized statement of what legal services were provided and what the charges were for each service rendered.

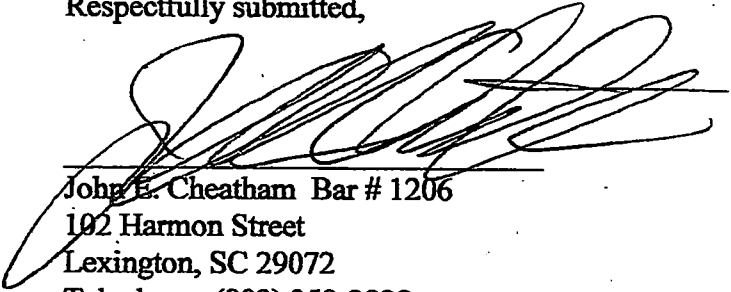
Appellant submits that there are no findings of fact and conclusions of law upon which to make an award of attorney's fees, and even if there were, there are no findings from the Court to justify any award as the *Glasscock, supra*, factors have not been considered.

#### CONCLUSION

For the reasons stated, this Court should reverse the judgment of the Family Court as to the equitable distribution division, as to the alimony awarded, and as to the attorney's fees awarded. If the Court decides to proceed to determine the matter, then Appellant requests that the Franklin Templeton accounts be declared nonmarital, and that the Intelligrated Inc. account be determined to be 44.44% marital, and the property divided as determined by the Court.

Respectfully submitted,

May 3, 2017



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THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM LEXINGTON COUNTY  
Family Court  
Peter R. Nuessle, Family Court Judge

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Case No. 2013-DR-32-352  
Appellate Case No. 2015-002426

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Kenneth M. Shufelt,

Appellant,

v.

Janet R. Shufelt,

Respondent.

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FINAL BRIEF OF RESPONDENT

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## STATEMENT OF ISSUES ON APPEAL

Pursuant to Rule 208(b)(2), Respondent submits this alternative statement of the issues on appeal:

1. The family court conducted the required attempt at reconciliation and correctly found reconciliation was not possible.
2. The family court made adequate findings of fact and conclusions of law, and the court's findings were supported by the preponderance of the evidence.
3. The family court did not err in its equitable distribution of the marital estate or in the underlying findings as to the marital assets. (Appellant's Issues 3 and 4)
4. The family court appropriately awarded \$500 per month in permanent periodic alimony.
5. The family court appropriately awarded Wife \$13,790 in attorney's fees and costs.

## STATEMENT OF THE CASE

The appellant, Kenneth M. Shufelt ("Husband"), brought this action in February 2013 in the Lexington County Family Court, seeking an order of separate support and maintenance or, alternatively, a divorce from the respondent, Janet R. Shufelt ("Wife"). R. pp. 22-25. Wife filed an answer and counterclaim, seeking a divorce based on Husband's adultery, equitable distribution of property, alimony, and attorney's fees. R. pp. 26-30.

Judge Peter R. Nuessle conducted the trial of this action on March 12, 2015. R. p. 31. Both parties submitted proposed orders, and the court signed the order drafted by Wife's trial attorney. R. pp. 1-6, 216-31. That order, dated April 22, 2015, and filed

April 27, 2015, granted a divorce and decided the issues of property division, alimony, and attorney's fees. R. pp. 1-6. Husband filed a motion pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, to which Wife filed a return. R. pp. 8-21. Judge Nuessle denied Husband's motion by order dated October 21, 2015, filed October 26, 2015. R. p. 7. Husband has appealed these two orders.

### ARGUMENT

Husband and Wife met in 1993 and moved in together in 1994. R. pp. 58, 111. They were married February 15, 2005. R. p. 2, ¶ 2; p. 111. They lived together from 1994 to December 2012, when Husband walked out on the marriage and moved out of the marital residence. R. p. 118. At the time of trial, Wife was 65 years of age and Husband was 67. R. pp. 61-62, 125.

When Husband moved out, he was in a relationship with Raquel Leighton,<sup>1</sup> and at some point he and Raquel were engaged to be married. R. pp. 35-36, 62-63, 116-17. He met her online, and they became physical shortly after they met. R. pp. 66, 71. He claimed he did not commit adultery until after he filed for separation. R. p. 71. However, during a visit in the parties' home before Husband moved out, Wife's mother observed him on the computer in conversation with a woman who was in the nude. R. p. 36. Wife learned of two affairs he had engaged in with women he met through an online game, and he admitted that he was seeing both women at the same time. R. p. 117. His Facebook page stated he was in a relationship with Raquel. R. p. 180. Raquel's profile

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<sup>1</sup> The court reporter transcribed the paramour's name as Rikel League, but the Facebook pages introduced into evidence show her name as Raquel Leighton. R. p. 62, 180-81.

picture on her Facebook page was a picture of the two of them. R. p. 181. He was living with Raquel in Rhode Island at the time of trial. R. pp. 62-63, 117.

The marital residence in South Carolina was owned by both parties. R. p. 72. Wife continued to live in the marital residence after Husband left in 2012, and she sought to be awarded the residence in the equitable distribution. R. pp. 113, 118, 123, 126. Despite Husband's having been gone from the residence for over two years and his living in Rhode Island with Raquel, he wanted the court to award the marital residence to him. R. pp. 61-63. He claimed he wanted it because he anticipated his relationship with Raquel would soon be ending and he would need a place to live. R. p. 61. However, he admitted he had told Wife he wanted Wife out of the home so that he could move Raquel in. R. pp. 73-74. During the course of the marriage, Husband was away, on average, three and one-half weeks of every month due to work-related travel, and during those absences it was Wife who cared for the home and the parties' pets. R. pp. 65, 76-77.

Husband lived with Raquel in Rhode Island and loaned her money to make repairs to her home. R. p. 74. At the time of trial, he and Raquel had a joint bank account with a Rhode Island address. R. pp. 75-76.

Throughout the marriage, Husband's earnings were significantly greater than Wife's. The financial declarations submitted at trial reflected Husband had monthly income of \$5,500, while Wife's monthly income was \$3,326.22. R. pp. 155, 160. Husband testified his base monthly income of \$5,500 was guaranteed, but he actually earned more through overtime. R. pp. 41-42. Because of overtime, he had earned more than \$80,000 the year prior to trial. R. pp. 42, 80. During the pendency of this action, Husband had been giving Wife, on average, \$750 per month to apply to her household

expenses. R. p. 80. However, he sought to have the court deny any alimony to Wife going forward, and he challenges on appeal the court's award to her of permanent periodic alimony in the amount of \$500 per month.

As of the date of filing, the parties had a number of financial accounts in the name of one or the other or both. The marital character of some of their accounts was not in dispute: Wife's 401(k), a Lincoln account in the names of both parties, a joint BB&T IRA account, and Husband's savings account. The accounts in dispute were Husband's account with T. Rowe Price (which Husband refers to in his brief as his Intelligrated retirement) and two Franklin Templeton accounts. In this appeal, Husband challenges the court's rulings with respect to the marital character of these three accounts. He also challenges the court's 50/50 division of the marital estate.

Husband's testimony and his financial declaration were evasive, confusing, and contradictory with respect to the accounts in dispute and the parties' other assets. He did not disclose two of his accounts on his financial declaration: one of the Franklin Templeton accounts, with a balance of approximately \$3,300 in early 2013, and a BB&T savings account, with a balance between \$6,000 and \$7,000 on the date of filing. R. pp. 89, 98, 101, 155-58. As to the value of the marital residence, Husband swore to one value on his financial declaration but admitted in his trial testimony that it in fact had a different value. R. pp. 44, 157. With respect to the accounts he did disclose, Husband placed conflicting amounts on his financial declaration as to the values of those accounts, and his testimony conflicted with the values listed on his financial declaration and the statements produced by Wife at trial. For example, he listed the T. Rowe Price account in three separate places on his financial declaration, each with a different value

(\$234,161, \$304,161, and \$270,000) and the only documentary evidence as to this account showed a different value (\$260,161.15). R. pp. 85-87, 93, 157, 187. He listed the Franklin Templeton account with two different values (\$191,000 and \$61,500), but the documentary evidence produced by Wife gave a different value (\$225,226.65). R. pp. 90-91, 157, 184. Wife testified she and her attorney attempted to obtain information from Husband about his accounts, unsuccessfully. R. pp. 117, 139-40. She had come to learn there had been deception with respect to the finances. R. p. 117.

Husband did not produce *any* documents showing the dates of acquisition of his existing accounts; their values, if any, on the date of marriage; or their values as of date of filing. He testified he had only begun seeking such documentation just over a week before trial. R. pp. 51, 58.

The only account statement Husband introduced was a Franklin Templeton statement from 2005, but the account numbers reflected on that statement do not correlate to the account numbers of the Franklin Templeton accounts he had as of the date of filing. *Compare* R. p. 184 (fund-account no.109-90231159927) & R. p. 185 (fund-account no. 109-90227240493) *with* R. p. 166 (income funds 110-10180685278 & 110-10185395048). Although the case had been pending since February 2013, as of the trial in March 2015, Husband had not obtained *any* documentary evidence to establish the date-of-marriage values of the accounts he owned as of the date of filing. To the extent Husband claimed a portion of some of the accounts was nonmarital, it was his burden to establish what the nonmarital portion was. He failed to produce such evidence at trial, and he failed to submit additional evidence after the court left the record open for that

purpose. R. p. 153. Husband failed to produce the evidence necessary to meet his burden, and the court properly deemed the disputed accounts to be entirely marital.

In appeals of family court matters, review is *de novo*. *Crossland v. Crossland*, 408 S.C. 443, 455-56, 759 S.E.2d 419, 425 (2014); *Wilburn v. Wilburn*, 403 S.C. 372, 380, 743 S.E.2d 734, 738 (2013); *Lewis v. Lewis*, 392 S.C. 381, 388-92, 709 S.E.2d 650, 654-55 (2011). Even under *de novo* review, however, the burden rests upon the appellant to convince the appellate court that the preponderance of the evidence is against the findings of the trial court. *Crossland*, 408 S.C. at 455-56, 759 S.E.2d at 425; *Wilburn*, 403 S.C. at 380, 743 S.E.2d at 738; *Buist v. Buist*, 399 S.C. 110, 116-17, 730 S.E.2d 879, 882 (Ct.App. 2012).

The broad scope of *de novo* review does not alter the fact that the trial court, who saw and heard the witnesses, was in a better position to evaluate their credibility and assign comparative weight to their testimony. See *Lewis*, 392 S.C. at 387-89, 709 S.E.2d at 653-54; *Wilburn*, 403 S.C. at 380, 743 S.E.2d at 738; *Buist*, 399 S.C. at 116-17, 730 S.E.2d at 882. Because the appellate court lacks the opportunity for direct observation of the witnesses, it accords great deference to findings of the trial court where matters of credibility are involved. *Marquez v. Caudill*, 376 S.C. 229, 239, 656 S.E.2d 737, 742 (2008); *Dorchester County Dep't of Soc. Servs. v. Miller*, 324 S.C. 445, 453, 477 S.E.2d 476, 480 (Ct.App. 1996).

This case is one in which the opportunity to observe the witnesses during their testimony was critical in the determination of their credibility, especially where Husband, who had exclusive control of the assets that were in dispute, was evasive and

contradictory in his assertions about those assets. Under the circumstances of this case, this Court should give deference to the findings of the trial court.

In addition, the appellate court may affirm the judgment of the lower court on any ground appearing in the record on appeal, and a party who prevailed in the court below may argue additional reasons for affirmance that appear in the record, even if not advanced in the court below. *See* Rules 208(b)(2), 220(c), SCACR; *I'On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 419, 526 S.E.2d 716, 723 (2000).

Conclusory arguments and arguments not supported by authorities are deemed abandoned. *HHHunt Corp. v. Town of Lexington*, 389 S.C. 623, 635-36, 699 S.E.2d 699, 705 (Ct.App. 2010); *State v. Colf*, 332 S.C. 313, 322, 504 S.E.2d 360, 364 (Ct.App. 1998); *see Emerson Elec. Co. v. South Carolina Dep't of Revenue*, 395 S.C. 481, 488 n.6, 719 S.E.2d 650, 654 n.6 (2011). Moreover, arguments made for the first time on appeal are not preserved for appellate review. *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998); *Easterling v. Burger King Corp.*, 416 S.C. 437, 453, 786 S.E.2d 443, 451 (Ct.App. 2016); *Doe v. Roe*, 369 S.C. 351, 375-76, 631 S.E.2d 317, 330 (Ct.App. 2006).

As noted above, the burden rests on Husband, as the appellant, to convince the appellate court that the preponderance of the evidence is against the findings of the trial court. In this case, he cannot meet that burden.

I. THE COURT CONDUCTED THE STATUTORILY REQUIRED ATTEMPT AT RECONCILIATION AND FOUND RECONCILIATION WAS NOT POSSIBLE; NO FURTHER PROCEEDINGS ON THIS ISSUE ARE NEEDED.

Husband's first claim of error is that the family court failed to include an attempt to reconcile and the divorce decree is therefore void. This claim is without merit. The

court did attempt reconciliation, and the court made an express finding on the record that reconciliation was not possible. R. pp. 32-33.

Husband was the party who brought this divorce action. At trial, he admitted having committed adultery. R. p. 71. He also admitted that he was, at the time of trial, living with his paramour, Raquel Leighton. R. pp. 61-63.

At the beginning of the trial, Judge Nuessle questioned the parties with respect to the possibility of reconciliation. R. pp. 32-33. Husband stated he was asking for a divorce, but he then stated he thought reconciliation was possible. R. p. 32, lines 6-13. Wife stated unequivocally reconciliation was not possible and the marriage was over. R. p. 32, lines 14-24. Judge Nuessle again questioned Husband, who stated he had "*wanted to try reconciliation* with [Wife] *and it didn't work out* but I was hopeful." R. p. 33, lines 8-9 (emphasis added). Judge Nuessle asked Husband, if the trial did not go forward, did he think the parties would be back together in any reasonable amount of time, and Husband answered "no." R. p. 33, lines 10-15. Judge Nuessle then expressly found "the possibility of reconciliation does not exist." R. p. 33, lines 16-18. The court's written order, however, was silent as to the court's attempt at reconciliation and its finding that reconciliation was not possible.

Husband cites the language of S.C. Code Ann. § 20-3-90 which states no divorce shall be granted "unless the trial judge shall state in the decree that he has attempted to reconcile the parties . . . and that such efforts were unavailing." He claims that the omission of the court's finding from the written decree of divorce voids the decree and requires a new trial. This argument is overly technical. Husband *admits* the court conducted the required attempt at reconciliation, stating in his brief, "Appellant

acknowledges reconciliation was attempted.” *Miller v. Miller*, cited by Husband, is inapposite, because in *Miller* there was *no attempt* by the judge at reconciliation. *Miller*, 280 S.C. 314, 316, 313 S.E.2d 288, 290 (1984).

Husband does not contend the court erred in its finding that reconciliation was not possible.<sup>2</sup> The court’s finding was absolutely correct, in light of the answers of *both parties* to the court’s questions that demonstrated reconciliation was not possible. R. p. 32, lines 17-24; p. 33, lines 8-15. Husband has not demonstrated, nor even argued, that there was error in the court’s finding. Indeed, given that he was then living with his paramour, it would be disingenuous for him to suggest reconciliation was remotely possible.

Husband’s brief acknowledges this Court may make such findings on this issue as it desires. This Court should find the family court substantially complied with the requirement of Section 20-3-90 by questioning the parties about the possibility of reconciliation and by placing on the record its finding that reconciliation was not possible. R. p. 33, lines 17-18. However, if the Court deems it necessary that there be an additional written finding on this issue, pursuant to *de novo* review and the Court’s ability to make its own findings of fact in family court matters, this Court should find, based on the parties’ answers to the family court’s questions, that reconciliation was not possible.

Respondent suggests Husband included this issue in an effort to obtain a new trial, not because reconciliation was truly possible but because he wishes to relitigate the issues the family court decided against him based on his failure to meet his burden of proof, as discussed in Argument III, *infra*. The Court should not set aside the divorce decree for

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<sup>2</sup> In fact, the proposed order his attorney submitted to the trial judge included a finding that reconciliation was not possible. R. p. 229, ¶ 21.

want of a finding as to reconciliation, where the family court made the requisite attempt at reconciliation and made its finding on the record, and where that finding was supported by the statements of both parties.

II. THE FAMILY COURT ADEQUATELY SET FORTH ITS FACTUAL FINDINGS AND CONCLUSIONS OF LAW, AND THE COURT'S FINDINGS AS TO ALL THE ISSUES ARE SUPPORTED BY THE EVIDENCE.

Husband challenges the family court's order, claiming it failed to make factual findings in support of the court's decisions on alimony, equitable apportionment, and attorney's fees. To the contrary, the order made detailed findings as to the parties' assets, the marital character of those assets, and the value of each asset before the court. R. pp. 2-5, ¶¶ 5-15. It made specific reference to the statutory elements for equitable distribution and cited the specific factors on which it premised its decision as to division of property. R. pp. 2-3, ¶ 7. It made specific reference to the statutory elements of alimony and cited the specific factors on which it based its alimony determination. R. p. 5, ¶ 16.<sup>3</sup> The court's order sufficiently complied with the requirement that it contain "specific findings of fact and conclusions of law to support the court's decision." See Rule 26(a), SCRFC.

However, to the extent this Court may find the order did not sufficiently comply with the requirements of Rule 26(a), remand is not necessary and the Court may, through *de novo* review, make its own findings of fact consistent with the family court's rulings on the various issues, based on the evidentiary support in the record. "[N]ot every violation of Rule 26(a) requires reversal." *Bowers v. Bowers*, 349 S.E. 85, 98, 561 S.E.2d 610, 617 (Ct.App. 2002). Nor does every violation require remand. *Barrow v. Barrow*,

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<sup>3</sup> The proposed order submitted by Husband's attorney included language *identical* to the factual findings in the court's order at paragraphs 7 and 16, cited above. R. p. 226, ¶ 7; p. 228, ¶ 18. Husband should not be heard to complain that the findings were not sufficient, where he proposed the *exact same language* in his own order.

394 S.C. 603, 615, 716 S.E.2d 302, 309 (Ct.App. 2011). As the case law cited by Husband makes clear, “when an order from the family court is issued in violation of Rule 26(a), SCRFC, the appellate court ‘may . . . , where the record is sufficient, make its own findings of fact in accordance with the preponderance of the evidence.’” *Badeaux v. Davis*, 337 S.C. 195, 203, 522 S.E.2d 835, 839 (Ct.App. 1999), quoting *Griffith v. Griffith*, 332 S.C. 630, 647, 506 S.E.2d 526, 535 (Ct.App. 1998), and *Holcombe v. Hardee*, 304 S.C. 522, 524, 405 S.E.2d 821, 822 (1991). In this case, as in *Badeaux*, *Barrow*, and *Bowers*, this Court should find the record sufficient to make its own findings related to the rulings of the family court, and it should affirm all of the challenged rulings.

III. THE FAMILY COURT DID NOT ERR IN ITS EQUITABLE DIVISION OF THE MARITAL ESTATE (Appellant’s Issues 3 & 4).

Husband’s third and fourth arguments challenge the equitable apportionment of property. Although the heading of his third argument mentions the court’s valuations, the arguments of both the third and fourth issues do not raise any challenge to the court’s valuations of the various items of property. Instead, the third argument merely challenges the inclusion of the Franklin Templeton accounts of \$237,761.31 and \$3,487.39 in the marital estate. The fourth argument challenges the court’s inclusion of the entire value of Husband’s Intelligrated retirement (the T. Rowe Price account), rather than a lesser value he contends was the value of the marital portion of that account. The fourth argument also challenges the court’s 50/50 division of the marital estate. The court’s rulings were appropriate, and this Court should affirm the equitable division of property in its entirety.

A. Franklin Templeton accounts.

On appeal, Husband claims that the Franklin Templeton accounts are nonmarital. This claim is contrary to his position at trial, when he claimed only \$61,500 of the Franklin Templeton funds was premarital. R. pp. 108-09, 157. It is also contrary to the express finding he proposed in the order drafted by his attorney, which stated Husband “had a premarital retirement account of \$61,500.00 with Franklin Templeton,” which acknowledged that a portion of the Franklin Templeton accounts “had marital funds,” and which included in the marital estate to be apportioned between the parties the amount Husband contended was the marital portion. R. p. 227, ¶ 12. Having conceded that a portion was marital, Husband cannot now assert that the entirety of the Franklin Templeton accounts owned as of the date of filing is nonmarital. The only evidence he submitted pertaining to the Franklin Templeton funds was a statement from 2005, the year the parties were married, showing he had a Franklin Templeton account, account number 110-10185395048, with a value of \$61,583.82 as of December 31, 2005. R. p. 166. All additional funds in any accounts with Franklin Templeton were acquired thereafter, during the marriage.

Wife testified she and her attorney attempted to obtain information about Husband’s accounts, without success. R. p. 140. Wife did produce evidence showing that in 2013, in advance of the date of filing of this action, Husband had two accounts with Franklin Templeton, account number 109-90231159927 with a balance of \$225,226.65, and account number 109-90227240493 with a balance of \$3,303.55. R. pp. 184, 185. Wife claimed these accounts were marital and sought to have them included in the marital estate for apportionment. She listed \$496,192.03 as the aggregate value of

Husband's retirement accounts, including the Franklin Templeton accounts, based on the information her attorney had been able to obtain about the accounts. R. pp. 137-38, 162.

Husband testified he separated out on his financial declaration what he claimed to be premarital. R. p. 108. His financial declaration segregated out the amount of \$61,500 he claimed was in his Franklin Templeton accounts as of the date of marriage. R. pp. 108-09, 157, 166. As to the remainder of the Franklin Templeton funds, which he listed as \$191,000, his financial declaration stated the date of acquisition was "Accumulated" and the source of funds was "Income." R. p. 157. He acknowledged the larger of the two Franklin Templeton accounts was used for marital purposes, having been used to make improvements to the marital residence. R. p. 90. This evidence established a prima facie case that the Franklin Templeton accounts owned on the date of filing, accumulated during the marriage and used for the benefit of the marriage, were either entirely marital or part marital. See S.C. Code Ann. § 20-3-630(A) (property acquired during marriage and owned as of date of filing is marital); *Wilburn*, 403 S.C. at 380, 743 S.E.2d at 738 (property that is nonmarital when acquired may be transmuted into marital property); *Simcox-Adams v. Adams*, 408 S.C. 252, 265, 758 S.E.2d 206, 213 (Ct.App. 2014) (same). Based on this showing, the burden rested on Husband to establish what, if any, portion of the Franklin Templeton accounts numbered 109-90231159927 and 109-90227240493, owned on the date of filing, was acquired prior to the marriage. See *Simcox-Adams*, 408 S.C. at 265, 758 S.E.2d at 213. Husband's only evidence from 2005 pertained to a *different* account owned on December 31, 2005, not the accounts in existence as of the date of filing. Upon Husband's failure to make the required evidentiary showing as to

accounts 109-90231159927 and 109-90227240493, the family court properly included the entire value of those Franklin Templeton accounts in the marital estate.

Significantly, at the close of the case, the family court judge voiced a concern about the lack of evidence. The judge indicated the division would be 50/50 as to the marital property, but he expressed that he had not received sufficient evidence as to what was premarital in order to be able to make the division. R. p. 150. Husband testified he had not attempted to obtain account valuation documentation until just over a week before trial. R. pp. 51, 58. The judge stated it seemed odd that, where the case had been pending for two years, Husband had not attempted to obtain such evidence until two weeks before trial. R. p. 151, lines 17-23. The court continued to express concern about the insufficiency of the evidence and ultimately left the record open for additional valuation evidence. R. pp. 152-53. However, Husband never submitted any additional evidence with respect to the nonmarital character of a portion of the Franklin Templeton accounts or the value of such nonmarital portion, if any. Because Husband failed to meet his burden, the court properly included the entirety of the Franklin Templeton accounts in the marital estate.

**B. T. Rowe Price account (Intelligrated retirement).**

Husband also challenges the court's inclusion in the marital estate of his entire retirement account with T. Rowe Price, claiming a portion of that account was nonmarital. On this claim, the court properly included the entire value of this account in the marital estate, because Husband produced no evidence whatsoever of the value of the account on the date of marriage.

Husband testified a portion of the T. Rowe Price account was accumulated before the marriage and a portion was accumulated during the marriage. R. pp. 85-87, 93. He admitted the account was part marital. R. p. 86. He testified did not know how much of the account was nonmarital. R. p. 86.

Husband's testimony and his financial declaration were evasive, confusing, and contradictory with respect to this account. He listed the account in three separate places on his financial declaration, placing three different values on it: \$234,161, \$304,161, and \$270,000. R. pp. 85-87, 157. In his trial testimony, he admitted the true value was the highest of those figures, \$304,161. R. p. 87. A statement offered into evidence by Wife showed this account had a balance of \$260,161.15 as of January 3, 2014. R. p. 187. Based on this evidence, the court's order found the account had a date-of-filing value of \$260,161.15. R. p. 4, ¶ 12.

Husband contributed a substantial amount into this account every month, and he had done so since the beginning of his employment with Intelligrated. R. pp. 94-95. As of the date of trial, his monthly contribution was \$2,126. R. pp. 94, 155.

Husband claims the court should have found the marital value of this account to be \$115,615.12, based on a formula. He had worked for Intelligrated for 18 years and eight of those years were during the marriage. He proposed dividing the total value by 18 and multiplying that figure by the number of years of marriage, eight, to arrive at a value of the marital portion of \$115,615.62, and he argues on appeal that only this amount should have been included in the marital estate. This argument is without merit. Where the evidence established that the account was acquired, in part, during the marriage and owned as of date of filing, the burden shifted to Husband to establish, with proof, the

value of the nonmarital portion of this asset. *See Simcox-Adams*, 408 S.C. at 265, 758 S.E.2d at 213. His suggested formula does not establish the actual value on the date of marriage, and it was his burden to produce evidence of that actual value.

In fact, the evidence presented tended to establish that the actual value of the marital portion would have been substantially greater than the value resulting from the formula he proposes. He was contributing \$2,126 per month into this account at the time of trial, and he acknowledged he had been contributing at least \$2,100 per month. R. p. 94, 155. He acknowledged that throughout his employment he had made large monthly contributions into this account. R. pp. 94-95. He acknowledged his employer also matched a portion of his contributions. R. p. 94. Based on a \$2,100 monthly contribution alone, over the course of the eight years of marriage, the marital portion would have exceeded \$200,000, without considering the additional employer match and the interest earned on the account throughout the marriage. It is purely speculative to use the formula proposed by Husband to value the marital portion, where the formula has no correlation to the true value and growth of this account over the years of the marriage, based on the actual contributions and the interest earnings accruing throughout the marriage.

It was Husband's burden to produce the requisite evidence to establish the value of the nonmarital portion of this account, and he failed to meet that burden. Troubled by the lack of such evidence at trial, the court left the record open for submission of additional evidence as to value. R. p. 153. Upon Husband's failure to avail himself of this second opportunity to prove his claim, the court properly included the entire account in the marital estate.

C. Equitable Division.

Husband challenges the court's 50/50 division of the marital estate, arguing he should receive 60 percent and Wife should receive only 40 percent. This argument, made for the first time on appeal, is not preserved. At trial, Husband did not ask the court to make a 60/40 apportionment of the marital estate, he did not provide for a 60/40 division in his proposed order, and he did not ask for a 60/40 division in his Rule 59(e) motion.<sup>4</sup> He cannot assert this claim for the first time on appeal. *See Wilder*, 330 S.C. at 76, 497 S.E.2d at 733; *Easterling*, 416 S.C. at 453, 786 S.E.2d at 451; *Roe*, 369 S.C. at 375-76, 631 S.E.2d at 330.

On the merits, the court's 50/50 division of the marital estate was fair and equitable. On appeal, this Court must look to the overall fairness of the apportionment made by the family court. *Pruitt v. Pruitt*, 389 S.C. 250, 259, 697 S.E.2d 702, 707 (Ct.App. 2010); *see also Wilburn*, 403 S.C. at 390, 743 S.E.2d at 744. If the end result is equitable, the fact that the appellate court would have arrived at a different apportionment is irrelevant. *Pruitt*, 289 S.C. at 259, 697 S.E.2d at 707. "Even if the family court commits error in distributing marital property, that error will be deemed harmless if the overall distribution is fair." *See Doe v. Doe*, 370 S.C. 206, 214, 634 S.E.2d 51, 55 (Ct. App. 2006).

Under the statutory factors of S.C. Code Ann. § 20-3-620(B), the court's 50/50 division was appropriate. Section 20-3-620(B) provides the statutory factors that control equitable apportionment, and those factors support the court's award.

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<sup>4</sup> In the court below, Husband's only claims of error in the 50/50 division were that it was not supported by specific findings and conclusions and consideration of statutory factors. R. pp. 8-17, ¶¶ 13-14, 31, 45-52. He did not ask for a 60/40 division.

Factors one, two, and five – the duration of the marriage together with the ages of the parties, marital misconduct and fault, and health of the parties -- support the court's award. See S.C. Code Ann. § 20-3-620(1), (2), (5). Although the marriage was one of only eight years, the parties had been together 19 years, and Husband walked out on the marriage after they were advanced in age. At trial, Wife was 65 years of age and would soon be retiring. She had health issues and needed a surgery that she had been forced to postpone because of the divorce proceedings. R. pp. 125-26. Husband was engaged in an inappropriate relationship before he moved out in December 2012, and he admitted having committed adultery shortly after meeting his paramour, Raquel Leighton. R. pp. 35-36, 71, 118, 125-26. His adulterous relationship with Raquel was the direct cause of the breakup of the marriage.

Factor three – the value of the marital property and the contribution of each party to the acquisition and preservation of the marital property, including the contribution of a spouse as a homemaker – also supports the court's award. See S.C. Code Ann. § 20-3-620(3). Here, though Husband claims he brought non-marital assets into the marriage, those claims have not been established with *proof*, as is more fully discussed previously in this brief. Both parties contributed financially through their earnings during the marriage. Although Husband's earnings and direct contributions were higher than Wife's, Wife made far greater indirect contributions to the preservation of the marital estate, because she maintained the parties' property and cared for their home and pets during Husband's long absences due to his work, absences that lasted, on average, three and one-half weeks of every month. Under these circumstances, Wife's indirect contributions weigh more heavily in favor of the 50/50 division than in the typical case

where both spouses are constantly present and contributing equally to the care and maintenance of their property.

Factors four and seven – the income, earning potential, and opportunity for future acquisition of capital assets, and the nonmarital property of each spouse – both weigh in favor of the 50/50 division. *See* S.C. Code Ann. § 20-3-620(4), (7). Wife's income was modest, she was about to retire, and her future earning ability and opportunity for future acquisition of assets was practically non-existent. She had only one nonmarital asset, a small account containing inherited funds, to assist with her expenses in retirement and her future needs due to advancing age. R. p. 162.

Factor nine – whether alimony was awarded – also supports the division. *See* S.C. Code Ann. § 20-3-620(9). The alimony award was small, only \$500 per month. It was less than the \$750 per month Husband contributed to Wife's expenses during the pendency of this action. It was exactly enough to cover the difference between Wife's current net income and monthly expenses, and it did not provide anything more to supplement her income upon retirement or to provide for her future medical needs due to advancing age or unexpected and non-routine expenses that might arise. The court's equitable distribution award appropriately provided for such future needs.

Factor thirteen – liens on the property – also supports the award. *See* S.C. Code Ann. § 20-3-620(13). Wife was awarded the marital residence, but she also was required to pay the mortgage and other expenses pertaining to that property, and she was expected to refinance it within one year in order to release Husband of any obligation on this indebtedness. The equitable distribution award facilitated her ability to take full responsibility for the house expense and to pay off the mortgage and thereby effect a

release of Husband's liability, even if she could not qualify for a refinance of the mortgage because of her age and diminished income due to retirement.

Based on all the applicable factors<sup>5</sup> of Section 20-3-620(B), the court's award was equitable and fair and should be affirmed.

Husband places undue emphasis on the Lincoln account valued at \$148,901.75. The court did not find, as Husband asserts, that he brought this asset into the marriage. This asset resulted from a gift Husband's father made to *both* parties. Prior to the marriage, Husband's father established a certificate of deposit that was payable upon his death to *both* Husband and Wife. R. pp. 81-83, 96, 182. When that account was distributed, Wells Fargo sent a check made out to *both* parties. R. pp. 81-82, 183. That money was placed in a Lincoln account in *both* names, which Husband conceded was marital property. R. pp. 43, 83-84. That account was accumulated by Husband's father and was not attributable to Husband's own work, efforts, or contributions. Indeed, Husband's proposed order included a finding that "this account accumulated during the marriage and is a marital asset." R. p. 227, ¶ 13.

Husband also places undue emphasis on the alleged nonmarital portions of the Franklin Templeton and T. Rowe Price accounts he owned on the date of filing. As argued above, *supra* at 12-16, he failed to present *any* evidence to establish what, if any, portion of those accounts was nonmarital.

Husband has not demonstrated that the court's 50/50 division was against the preponderance of the evidence, and he has not demonstrated that the apportionment was not equitable. This Court should affirm.

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<sup>5</sup> Factors six, eight, ten, eleven, twelve, and fourteen are not applicable to the parties' circumstances and do not factor into the equitable distribution analysis.

D. Valuations.

As noted above, Husband has not challenged any of the valuations of the various marital assets, except his argument that the court should have valued and apportioned only the marital share of the T. Rowe Price account, not its entire value of \$260,161.15. All the court's valuations were supported by the evidence presented at trial as to values of the accounts at or near date of filing, and all of the valuations should be affirmed. To the extent Husband's brief can be construed to challenge the valuations placed on the various marital assets, such challenge is conclusory and should be deemed abandoned. See *HHHunt*, 389 S.C. at 635-36, 699 S.E.2d at 705; *Colf*, 332 S.C. at 322, 504 S.E.2d at 364.

IV. THE FAMILY COURT APPROPRIATELY AWARDED WIFE \$500 PER MONTH IN PERMANENT PERIODIC ALIMONY.

Husband also challenges the family court's award to Wife of \$500 per month in permanent periodic alimony. This award was not an abuse of discretion and should be affirmed.

An award of alimony rests within the sound discretion of the family court and will not be disturbed absent a showing of abuse of discretion. *Crossland*, 408 S.C. at 452, 759 S.E.2d at 423; *Bodkin v. Bodkin*, 388 S.C. 203, 215, 694 S.E.2d 230, 237 (Ct.App. 2010); *Allen v. Allen*, 347 S.C. 177, 183-84, 554 S.E.2d 421, 424 (Ct.App. 2001). Alimony is a substitute for the support that is normally incident to the marital relationship. *Crossland*, 408 S.C. at 451, 759 S.E.2d at 423; *Allen*, 347 S.C. at 184, 554 S.E.2d at 424. The purpose of alimony is to place the supported spouse, as nearly as practical, in the same position of support she occupied during the marriage. *Crossland*, 408 S.C. at 451, 759 S.E.2d at 423; *Bodkin*, 388 S.C. at 215, 694 S.E.2d at 237; *Allen*, 347 S.C. at 184, 554 S.E.2d at 424.

In this case, the court's award is supported by the evidence and the statutory factors for awards of alimony set out in S.C. Code Ann. § 20-3-130(C). To the extent those factors are the same factors considered under S.C. Code Ann. § 20-3-620(B) and discussed above, that discussion is not repeated here but is incorporated herein by reference. Wife's age, her health, her inability to increase her earning potential at 65 years of age, and the imminent potential for a reduction in her earnings due to retirement weigh in favor of the court's alimony award. *See* S.C. Code Ann. § 20-3-130(C)(1), (2), (4), (6). Moreover, the standard of living established during the marriage and Wife's current and reasonably anticipated needs and expenses call for an award of alimony. *See* S.C. Code Ann. § 20-3-130(C)(5), (7). Her earnings were not sufficient to cover her expenses, and the difference was the very amount the court awarded, \$500 per month. Husband had been contributing more than that amount each month while the action was pending, on average, \$750 per month. His own fault brought about the breakup of the marriage and placed Wife in the position of needing the alimony award. *See* S.C. Code Ann. § 20-3-130(C)(10). The award was modest and necessary to assist her in maintaining the standard of living she occupied during the marriage. *See* S.C. Code Ann. § 20-3-130(C)(5). It was appropriate and served alimony's purpose of placing her, to the extent possible, in the position of support she occupied during the marriage.

Husband places undue emphasis on an unsigned financial declaration that had been exchanged by the attorneys during the pendency of the litigation. Wife submitted a correct, sworn financial declaration at trial, and the expenses listed on that declaration served as the basis for the court's award. R. pp. 160-61. The court did not abuse its discretion in awarding her \$500 per month in permanent periodic alimony.

V. THE FAMILY COURT APPROPRIATELY AWARDED ATTORNEY'S FEES AND COSTS TO WIFE IN THE AMOUNT OF \$13,790.

Husband challenges the award to Wife of her attorney's fees and costs, on two grounds: that the fee affidavit did not attach an itemized statement of the fees, and that the factors governing attorney fee awards were not specifically addressed in the court's order. Neither of these arguments warrants reversal.

First, the fee affidavit was sufficient to support the award of attorney's fees. Unlike *Johnson v. Johnson*, 288 S.C. 270, 341 S.E.2d 811 (Ct.App. 1986), cited by Husband, the affidavit was specific and precise as to the fees actually incurred. In *Johnson*, the attorney had submitted a one-half page statement of estimated time spent on the case, 90 hours, and the Court found his vague estimation did not support the award of \$35,000 in attorney's fees. *Id.*, 288 S.C. at 277-78, 341 S.E.2d at 816. Here, the affidavit cited the *exact* amount of time incurred on the case as of the start of trial, 44 hours, and the only estimated amount of time was that for the trial of the case, eight hours. The affidavit precisely set out the actual costs incurred in the representation, in the amount of \$790.00. R. p. 190. To the extent there was an estimate of the time to be expended for trial itself, such practice is in keeping with the custom of the family courts to accept estimates as to the time that will be involved in trial, rather than to require counsel to wait until after the trial has been concluded to prepare and submit a fee statement.<sup>6</sup> The affidavit explained that itemized time sheets were not attached in order not to disclose trial strategy and non-discoverable information, but it affirmed that the amount claimed

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<sup>6</sup> Husband's own attorney's fee affidavit contained an estimate of the time expected to be spent at trial. R. p. 171.

was premised upon the actual time records maintained by Wife's trial attorney. R. p. 191. The court did not abuse its discretion in relying on counsel's statement of her time.

Husband mentions in passing that the affidavit was not notarized. Counsel is unaware of any authority that requires a fee statement to be sworn and notarized. Certainly, where the party who signed and submitted the statement is an officer of the court, the court may rely on the contents of the statement as truthful, even if the document is not notarized. Moreover, Husband did not object to admission of the affidavit on the basis that it was not notarized. R. pp. 122-23. Any challenge to its admission on this basis is waived. *See State v. Dunbar*, 356 S.C. 138, 142, 587 S.E.2d 691, 693-94 (2003) (issue not raised and ruled upon will not be considered; party may not argue one ground at trial and an alternate ground on appeal); *State v. Benton*, 338 S.C. 151, 157, 526 S.E.2d 228, 231 (2000) (party cannot argue one ground below and another on appeal); *Hanahan v. Simpson* 326 S.C. 140, 155, 485 S.E.2d 903, 911 (1997) (same).

Finally, the fee award was amply supported by the evidence in the record and the factors governing fee awards. This Court has repeatedly reviewed and affirmed fee awards on the basis of the evidence in the record, even where the order awarding fees did not make specific findings. *See, e.g., Susan R. v. Donald R.*, 389 S.C. 107, 117-18, 697 S.E.2d 634, 640 (Ct.App. 2010); *Farmer v. Farmer*, 388 S.C. 50, 56-58, 694 S.E.2d 47, 50-51 (Ct.App. 2010); *Bowers*, 349 S.C. at 99. 561 S.E.2d at 617-18. Here, the court's award was appropriate and was not an abuse of discretion.

An award of attorney's fees is left to the sound discretion of the trial judge. *Lewis*, 392 S.C. at 394, 709 S.E.2d at 656; *E.D.M. v. T.A.M.*, 307 S.C. 471, 476-77, 415 S.E.2d 812, 816 (1992); *Reed v. Pieper*, 393 S.C. 424, 436, 713 S.E.2d 309, 315-16

(Ct.App. 2011). The court's discretion in this area is broad. *Reed*, 393 S.C. at 436, 713 S.E.2d at 316; *Doe v. Doe*, 319 S.C. 151, 157, 459 S.E.2d 892, 896 (Ct.App. 1995). The court must make its determination after evaluating (1) each party's ability to pay his or her own fees, (2) the beneficial results achieved, (3) the parties' respective financial conditions, and (4) the effect of an award of fees on each party's standard of living. *E.D.M.*, 307 S.C. at 476-77, 415 S.E.2d at 816; *Reed*, 393 S.C. at 436, 713 S.E.2d at 316. In determining a reasonable amount of attorney's fees to award, the court must consider (1) the nature, extent, and difficulty of the services rendered; (2) the time necessarily devoted to the case; (3) counsel's professional standing; (4) the contingency of compensation; (5) the beneficial results obtained; and (6) the customary legal fees for similar services. *See Glasscock v. Glasscock*, 304 S.C. 158, 161, 403 S.E.2d 313, 315 (1991).

In this case, the beneficial results factor weighed in favor of an award of fees and in favor of the full amount that the court awarded. Based on her income and financial condition, Wife had little ability to pay her own fees in light of her income and her imminent retirement, and failure to award her fees would have impacted her standard of living. The amount was appropriate, based on the nature of the services rendered, the time necessarily devoted to the case, counsel's professional standing, and the customary fees for similar services. In fact, Husband's attorney expended a comparable amount of time in this litigation, and his fee affidavit showed his total attorney's fees were within \$100 of the amount claimed by Wife. R. pp. 171, 190. The court's award of fees was supported by the evidence and was reasonable. Husband has not demonstrated that it was an abuse of discretion.

**CONCLUSION**

**For the foregoing reasons, this Court should affirm the decision of the family court in all respects.**

**Respectfully submitted,**



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**Attorney for Respondent**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM LEXINGTON COUNTY  
Family Court  
Peter Nuessle, Family Court Judge

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Appellate Case No. 2015-002426

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Kenneth M. Shufelt

Appellant,

v.

Janet R. Shufelt,

Respondent,

---

FINAL REPLY BRIEF OF APPELLANT

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STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COURT ERR IN FAILING TO INCLUDE AN ATTEMPT TO RECONCILE, WHICH WAS UNAVAILING, AS REQUIRED BY S.C. CODE ANN. SECTION 20-3-90 THUS VOIDING THE FINAL DECREE?
2. DID THE TRIAL COURT ERR IN FAILING TO MAKE FINDINGS OF FACT AND CONCLUSIONS OF LAW TO SUPPORT ITS DECISIONS IN THIS CASE PURSUANT TO SCFCR 26 (A)?
3. DID THE TRIAL COURT ERR IN DETERMINING EQUITABLE APPORTIONMENT WITHOUT PROPER FINDINGS OF FACTS AND CONCLUSIONS OF LAW TO SUPPORT ITS VALUATIONS, INCLUSIONS AND EXCLUSIONS OF PROPERTY IN THE MARITAL ESTATE, AND THE DIVISION OF MARITAL PROPERTY?
4. DID THE TRIAL COURT ERR IN FAILING TO COMPLY WITH THE STATUTORY PROVISIONS THAT APPLY TO EQUITABLE APPORTIONMENT, INCLUDING S.C. CODE ANN. SECTION 20-3-620?
5. DID THE TRIAL COURT ERR IN DETERMINING AN AWARD OF ALIMONY TO RESPONDENT WITHOUT PROPERLY MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW PURSUANT TO S.C. CODE ANN SECTION 20-3-130 TO SUPPORT ITS DECISION?
6. DID THE TRIAL COURT ERR IN ITS AWARD OF ATTORNEY FEES TO RESPONDENT WITHOUT REQUIRING AN ITEMIZED BILL AND OTHERWISE COMPLYING WITH THE FACTORS SET FORTH BY THE SUPREME COURT IN DETERMINING WHETHER TO AWARD AND WHAT AMOUNT TO AWARD SUCH FEES?

1. DID THE TRIAL COURT ERR IN FAILING TO INCLUDE AN ATTEMPT TO RECONCILE, WHICH WAS UNAVAILING, AS REQUIRED BY S.C. CODE ANN. SECTION 20-3-90 THUS VOIDING THE FINAL DECREE?

Appellant submits that since Judge Nuessle had two opportunities to insert the attempt at reconciliation, he could have had some reservations about such, or he would have included an attempt which was unavailing in his Final Order or in his Order upon Reconsideration.

If the Court desires to so find that an attempt at reconciliation, then Appellant will accept same.

2. DID THE TRIAL COURT ERR IN FAILING TO MAKE FINDINGS OF FACT AND CONCLUSIONS OF LAW TO SUPPORT ITS DECISIONS IN THIS CASE PURSUANT TO SCFCR 26 (A)?

SCFCR 26(a) provides:

**ORDERS**

**(a) Findings of Fact.** An order or judgment pursuant to an adjudication in a domestic relations case shall set forth the specific findings of fact and conclusions of law to support the Court's decision.

A review of the Final Order and Decree of Divorce reveals a lack of findings and conclusions of law to support the decisions on alimony, equitable apportionment, and attorney's fees and thus these issues must be reviewed by the Court of Appeals, or remanded to the Family Court for further proceedings or a new trial.

Generally, an issue may not be raised for the first time on appeal, but must have been raised to and ruled upon by the Court below to be preserved for appellate review. *Noisette v. Ismail*, 304 S.C. 56, 403 S.E.2d 122, (1991); *Bodkin v. Bodkin*, 388 S.C. 203, 694 S.E.2d 230 (Ct.App.2010)

Thus, any reference to transmutation should be stricken from the record as the Family Court never addressed the issue of transmutation, and never made any findings or conclusions regarding same. Further, the Defendant did not plead or make any reference to seeking transmutation of any asset in the Family Court.

There is no mention of transmutation in the lower court from the Respondent, and there is nothing in the Family Court's Order that references transmutation. Appellant stated the accounts were non-marital at the Family Court hearing (R. p. 45, lines 10-18; R. p. 88, lines 17-25; R. p. 89, lines 1-10; R. p. 90, lines 1-11) and Respondent did not claim they were transmuted nor did Respondent ever mention transmutation.

As a matter of fact, Respondent never stated she wanted any of the Franklin Templeton accounts or any of the T. Rowe Price account. This is verified by Respondent's testimony when Respondent was questioned by her attorney to provide "a recap" of what she was asking the Court to award to the Respondent. Upon such questioning, Respondent testified that she wanted: (1) the marital home, \$65,000 in equity; 2) the furniture and

furnishings in the home, 3) use of the lawnmower; 4) two ladders; 5) her car; 6) her pets; 7) spousal support in the sum of \$491.28 (expenses of \$2,445.00 less net income of \$1,953.72); 8) and for Mr. Shufelt to keep her insured for a period of time until she could get her own insurance.” (R. p. 123, lines 23-25; R. p. 124, lines 1-4, 13-17; R. p. 125, lines 1-5, 13-22)

3. DID THE TRIAL COURT ERR IN DETERMINING EQUITABLE APPORTIONMENT WITHOUT PROPER FINDINGS OF FACTS AND CONCLUSIONS OF LAW TO SUPPORT ITS VALUATIONS, INCLUSIONS AND EXCLUSIONS OF PROPERTY IN THE MARITAL ESTATE, AND THE DIVISION OF MARITAL PROPERTY?

The evidence in the record only supports a finding that the Franklin Templeton accounts, which were created in the years prior to 1995 when Appellant worked for other companies prior to working with what is now Intelligrated Inc. Prior to the marriage Appellant worked for ten years with what is now Intelligrated Inc. during which the T. Rowe Price account was created. (R. p. 45, lines 6-19, R. p. 88, lines 17-25; R. p. 89, lines 1-10; R. p. 90, lines 1-11)

Thus, there were no deposits in the Franklin Templeton accounts, one ending in 0493 and the other ending 4493, for ten years prior to the party's marriage and thus were clearly nonmarital at the time of the parties' marriage in 2005. (R. p. 45, lines 6-19, R. p. 88, lines 17-25; R. p. 89, lines 1-10; R. p. 90, lines 1-11)

Transmutation was never argued before or requested by Respondent in the Family Court. If the Respondent had presented such to the Family Court then Respondent should have made a Motion to have the Family Court make findings of fact and conclusions of law concerning this issue in a Motion to Reconsider, Alter or Amend pursuant to SCRCF 59 (e).

Equitable Apportionment in the State of South Carolina is determined by considering all the factors listed in Section 20-3-620, and what weight was given to each.

As a matter of fact, Respondent never stated she wanted any of the Franklin Templeton accounts or any of the T. Rowe Price account. This is verified by Respondent's testimony when Respondent was questioned by her attorney to provide "a recap" of what she was asking the Court to award to the Respondent. Upon such questioning Respondent testified that she wanted: (1) the marital home, \$65,000 in equity; 2) the furniture and furnishings in the home, 3) use of the lawnmower; 4) two ladders; 5) her car; 6) her pets; 7) spousal support in the sum of \$491.28; 8) and for Mr. Shufelt to keep her insured for a period of time until she could get her own insurance." (R. p. 123, lines 23-25; R. p. 124, lines 1-4,

13-17; R. p. 125, lines 1-5, 13-22)

Further, the Court below did not make sufficient findings and conclusions as to support an award of alimony, as the Alimony Statute in this State requires findings and weighting the issues as set forth in S.C.Code Ann. 20-3-130 (2002).

Further, the Court did not make findings to support an award of attorney's fees as it did not set forth the necessary findings as are required to make such an award of attorney's fees, see also attorney's fees findings as have been set forth in the Final Brief of Appellant. under argument 3.

4. DID THE TRIAL COURT ERR IN FAILING TO COMPLY WITH THE STATUTORY PROVISIONS THAT APPLY TO EQUITABLE APPORTIONMENT, INCLUDING S.C. CODE ANN. SECTION 20-3-620?

S.C.Code Ann. 20-3-620 Ann (2008) provides, *inter alia*:

Apportionment factors.

(B) In making apportionment, the court must give weight in such proportion as it finds appropriate to all of the following factors:

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

(2) marital misconduct or fault of either or both parties, whether or not used as a basis for a divorce as such, if the misconduct affects or has affected the economic circumstances of the parties, or contributed to the breakup of the marriage; provided, that no evidence of personal conduct which would otherwise be relevant and material for purposes of this subsection shall be considered with regard to this subsection if such conduct shall have taken place subsequent to the happening of the earliest of:

(a) entry of a pendente lite order in a divorce or separate maintenance action;

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

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

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

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

(7) the nonmarital property of each spouse;

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

(9) whether separate maintenance or alimony has been awarded;

(11) the tax consequences to each or either party as a result of any particular form of equitable apportionment;

(13) liens and any other encumbrances upon the marital property, which themselves must be equitably divided, or upon the separate property of either of the parties, and any other existing debts incurred by the parties or either of them during the course of the marriage;

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

Appellant submits that the Family Court did not address the applicable factors as required in making a determination of Equitable Apportionment, and that the record does not contain sufficient evidence to address same.

As a matter of fact, Respondent never stated she wanted any of the Franklin Templeton accounts or any of the T. Rowe Price account. This is verified by Respondent's testimony set forth above when Respondent was questioned by her attorney to provide "a recap" of what she was asking the Court to award to the Respondent.

5. DID THE TRIAL COURT ERR IN DETERMINING AN AWARD OF ALIMONY TO RESPONDENT WITHOUT PROPERLY MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW PURSUANT TO 20-3-130 TO SUPPORT ITS DECISION?

The Family court stated the following in determining whether or not to award alimony to the Respondent:

I find the Plaintiff's income far exceeds that of the Defendant and based on the disparity of income, duration of marriage, the need and expenses of the Defendant and the remaining statutory elements of alimony, I find Plaintiff shall pay to the Defendant the sum of \$500.00 per month as permanent periodic alimony, commencing April 1, 2015. (R. p. 5 ¶16)

As previously stated the Court failed to consider Respondent's correct income of \$3,575.45 per month, her \$500.00 monthly voluntary retirement payment that created the deficit between her income and expenses (R. pp. 193-204) and her declared monthly payment of \$100.00 which she could not verify, her savings account, and her retirement account, and the fact that Respondent could receive a significant amount from Equitable Apportionment. Further, Respondent failed to reveal the balances of accounts she listed on the discovery response (R. pp. 173-179) on her Financial Declarations (R. pp 193-204). and Respondent did not reveal the balances of these accounts at trial. (R. p. 140, lines 24-25; R. p. 141, lines 10-25, R. p. 142, lines 1-21)

Appellant submits that the Respondent is not entitled to any alimony payment as she has sufficient income to pay her own expenses, and in fact is making a \$500.00 voluntary payment to her separate retirement account, has the use of an extra \$100.00 monthly as she never pays such, and has been able to save money on her current income as is established by her own Financial Declarations. (R pp. 193-204.)

6. DID THE TRIAL COURT ERR IN ITS AWARD OF ATTORNEY FEES TO RESPONDENT WITHOUT REQUIRING AN ITEMIZED BILL AND OTHERWISE COMPLYING WITH THE FACTORS SET FORTH BY THE SUPREME COURT IN DETERMINING WHETHER TO AWARD AND WHAT AMOUNT TO AWARD SUCH FEES?

Appellant denies Respondent is entitled to attorney's fees for the reasons stated in his Final Brief of Appellant under Argument 6.

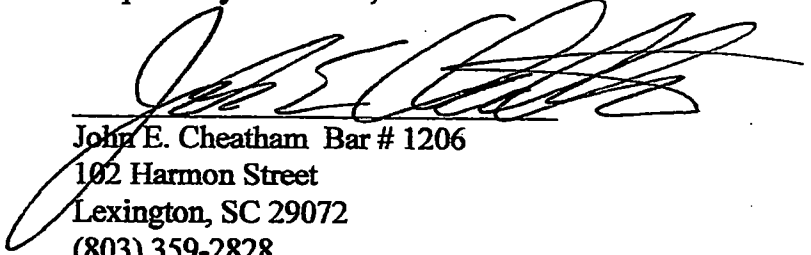
## CONCLUSION

For the reasons stated, this Court should reverse the judgment of the Family Court as to the equitable distribution division award, as to the alimony award, and as to the attorney's fees awarded. Appellant submits the Court of Appeals should grant Appellant his relief requested, of having the Franklin Templeton accounts designated as nonmarital property, that the Intelligrated Inc. account be determined to be partial marital property and be divided as proposed, with 55.56 to Appellant and 44.44 % to Respondent, and the Attorney's fees to Respondent be denied.

Appellant concedes that the Court of Appeals can make a determination on all disputed matters, but submits there is not sufficient evidence in the record to do so.

May 3, 2017

Respectfully submitted,



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**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE  
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING  
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA  
In The Court of Appeals**

Kenneth M. Shufelt, Appellant,

v.

Janet R. Shufelt, Respondent.

Appellate Case No. 2015-002426

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Appeal From Lexington County  
Peter R. Nuessle, Family Court Judge

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Unpublished Opinion No. 2018-UP-260  
Submitted March 1, 2018 – Filed June 13, 2018

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**REVERSED AND REMANDED**

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John E. Cheatham, of Law Offices of John E. Cheatham,  
of Lexington, for Appellant.

Katherine Carruth Goode, of Winnsboro, for Respondent.

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**PER CURIAM:** In 2013, Kenneth Shufelt (Husband) filed for divorce from Janet Shufelt (Wife) after eight years of marriage. The family court granted Husband a divorce on the ground of one year continuous separation and divided the marital estate equally between the parties. The family court also awarded Wife \$500 per month in permanent periodic alimony and attorney's fees. Husband appeals, arguing the family court erred by (1) failing to state in the Final Order and Decree of Divorce

(Decree) that reconciliation was attempted but unavailing; (2) failing to make findings of fact and conclusions of law as required by Rule 26(A), SCRFC; (3) including nonmarital property in and improperly dividing the marital estate; (4) awarding alimony without making sufficient findings of fact and conclusions of law; and (5) awarding attorney's fees to Wife. We reverse and remand.

## I.

We review family court matters de novo and may find our own facts based on our view of the greater weight of the evidence. *Stoney v. Stoney*, Op. No. 27758 (S.C. Sup. Ct. refiled Apr. 18, 2018) (Shearouse Adv. Sh. No. 16 at 11). However, we recognize the family court was in a superior position to assess witness credibility, and appellant must still prove error. *Id.*

## II.

Husband first argues the family court erred by finding all three of his retirement accounts were marital property. We agree.

"[T]he family court is tasked with identifying, valuing, and apportioning the marital estate." *Moore v. Moore*, 414 S.C. 490, 508, 779 S.E.2d 533, 542 (2015). Marital property includes "all real and personal property which has been acquired by the parties during the marriage and which is owned as of the date of filing or commencement of marital litigation as provided in Section 20-3-620 regardless of how legal title is held . . . ." S.C. Code Ann. § 20-3-630(A) (2014). "Property acquired prior to the marriage is generally nonmarital property and not subject to equitable division." *McMillan v. McMillan*, 417 S.C. 583, 591, 790 S.E.2d 216, 220 (Ct. App. 2016). "A party claiming an equitable interest in property upon divorce bears the burden of proving the property is marital." *Wilburn v. Wilburn*, 403 S.C. 372, 382, 743 S.E.2d 734, 740 (2013). "If the party presents evidence to show the property is marital, the burden shifts to the other spouse to present evidence to establish the property's nonmarital character." *Id.*

Husband had retirement funds held by Franklin Templeton, as well as a 401K held by T. Rowe Price. He testified without contradiction that the premarital value of one of the Franklin Templeton accounts was \$61,000, and introduced without objection a December 31, 2005 account statement corroborating this approximate premarital balance. We therefore reverse the order of the family court finding this portion marital property. *See McMillan*, 417 S.C. at 591, 790 S.E.2d at 220.

As to the T. Rowe Price 401K, Husband testified—again without contradiction—that a portion of these funds was nonmarital. He could not, however, provide a precise amount. The sole evidence as to the history of the account was Husband's testimony he had owned the account for eighteen years, and for eight of those years the parties were married. The value of the account as of the February 2013 filing date was unclear, but Husband submitted a March 31, 2014 account summary reflecting a \$270,915.38 balance, and testified to a \$304,000.00 balance at the March 12, 2015 final hearing.

The family court valued the T. Rowe Price account at \$260,161.15 as of the date of filing, which was the balance as of January 3, 2014 reflected on Wife's Exhibit 6, nearly a year after the filing date. The family court further noted that Husband testified he contributed \$2,100 per month to the 401K, which the family court found rendered the entire account marital property.

Of course Husband contributed to his 401K account; it is, after all, a "defined contribution" retirement plan. But such contributions while married, to an account owned before and after the marriage, do not turn the entire account into marital property. Husband did not have to prove his retirement accounts were nonmarital property. The "party claiming an equitable interest in property upon divorce bears the burden of proving the property is marital." *Wilburn*, 403 S.C. at 382, 743 S.E.2d at 740. Wife had the burden of proving Husband's retirement accounts were marital property. The family court improperly shifted the burden of proving the accounts were nonmarital to Husband before Wife presented any evidence showing they were marital property. *See id.* ("If the party presents evidence to show the property is marital, the burden shifts to the other spouse to present evidence to establish the property's nonmarital character."). The evidence as to how long Husband had contributed the \$2,100 monthly amount was so vague as to be inconsequential. Why the parties treated such consequential economic issues so casually is mystifying, and vexed the family court. Wife presented no credible evidence to contradict Husband's testimony regarding the nonmarital portions. She only offered evidence as to the balance of Husband's accounts, not to when the funds in any of them were acquired. The family court therefore erred in equitably dividing the entire T. Rowe Price 401K account.

This is the same class of error we deemed reversible in *Chanko v. Chanko*, when the family court included the husband's entire retirement account in the marital estate despite uncontradicted evidence he owned the account seven years before the marriage. 327 S.C. 636, 641–42, 490 S.E.2d 630, 633 (Ct. App. 1997).

As in *Chanko*, we recognize Husband's testimony about the T. Rowe Price 401K was "vague and that expert testimony or documentary evidence on the pre-marital value of the retirement plans would have been preferable . . . ." *Id.* at 643, 490 S.E.2d at 633; *see also McMillan*, 417 S.C. at 596–98, 790 S.E.2d at 223–24. Unlike *Chanko* and *McMillan*, however, here Husband did not testify as to even an approximate premarital value, so we must remand to the family court to complete this task.

Additionally, the family court failed to address all of the relevant factors set forth in section 20-3-620(B) of the South Carolina Code (2014) in dividing the marital estate. For example, the parties testified about their health and timelines for retirement, which are particularly relevant in this case as both parties are in their late sixties.

We reverse the equitable division and remand the case to the family court to identify, value, and divide the marital property consistent with this opinion and the relevant factors of section 20-3-620(B).

### III.

Considering our remand of the equitable division, we also remand the issue of alimony and direct the family court to consider all of the relevant statutory factors under section 20-3-130(C) of the South Carolina Code (2014), including the ages of the parties, the physical condition of each spouse, the reasonably anticipated earnings of the parties in light of their impending retirements, and the new equitable division. *See* § 20-3-130(C) ("In making an award of alimony or separate maintenance and support, the court must consider and give weight in such proportion as it finds appropriate to all of the following factors . . . ."); *see also Ellerbe v. Ellerbe*, 323 S.C. 283, 297, 473 S.E.2d 881, 889 (Ct. App. 1996) ("Because we have remanded the equitable distribution award together with the issue of the husband's income, which factors are relevant to an award of alimony, we also remand the issue of alimony for reconsideration.").

We also remand the issue of attorney's fees. *Crossland v. Crossland*, 408 S.C. 443, 460, 759 S.E.2d 419, 428 (2014) ("Where beneficial results in a divorce action are reversed on appeal, the case should be remanded for reconsideration of attorney's fees awarded."). On remand, the family court should consider the factors set forth in *E.D.M. v. T.A.M.*, 307 S.C. 471, 467–77, 415 S.E.2d 812, 816 (1992):

In determining whether an attorney's fee should be awarded, the following factors should be considered: (1) the party's ability to pay his/her own attorney's fee; (2) beneficial results obtained by the attorney; (3) the parties' respective financial conditions; (4) effect of the attorney's fee on each party's standard of living.

#### IV.

Finally, although the family court attempted to reconcile the parties to no avail (which neither disputes), it failed to certify its reconciliation attempt in the Decree as required by section 20-3-90 of the South Carolina Code (2014). Under *Miller v. Miller*, the family court's failure to certify its reconciliation attempt is ground for reversal, as compliance with the statute requires both an earnest reconciliation effort and certification of that effort in the decree. 280 S.C. 314, 316, 313 S.E.2d 288, 290 (1984); *Brown v. Brown*, 243 S.C. 383, 387, 134 S.E.2d 222, 224 (1963). Because this case is already being reversed and remanded for reconsideration of several other issues, we decline to reverse the Decree on this ground. Rather, on remand, we direct the family court to memorialize its previous unavailing reconciliation attempt in its new order.

**REVERSED AND REMANDED.<sup>1</sup>**

**SHORT, THOMAS, and HILL, JJ., concur.**

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<sup>1</sup> We decide this case without oral argument pursuant to Rule 215, SCACR.

STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM RICHLAND COUNTY  
Family Court  
Peter R. Nuessle, Family Court Judge

---

Case No. 2013-DR-32-352  
Appellate Case No. 2015-002426

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Kenneth M. Shufelt,

Appellant,

v.

Janet R. Shufelt,

Respondent.

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PETITION FOR REHEARING

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Pursuant to Rule 221 of the South Carolina Appellate Court Rules, respondent, Janet R. Shufelt (Wife), respectfully submits this Petition for Rehearing of the Court of Appeals' decision, set forth in unpublished opinion no. 2018-UP-260, filed June 13, 2018. As more fully set forth below, the Court overlooked or misapprehended a number of points, factual and legal, that warrant a different outcome of the issues decided against respondent and in favor of appellant, Kenneth M. Shufelt (Husband). The Court should grant rehearing of its decision and affirm, or affirm as modified, the family court's decision of the issues addressed below.

A. Equitable Distribution Analysis.

In its review of the family court's equitable distribution of the parties' marital estate, the Court misapprehended the burden of proof and the consequences of the absence of proof as to the character of certain accounts held in Husband's name and the absence of proof of the value, if any, of the non-marital portion of one of those accounts, as discussed below.

In its opinion, the Court of Appeals noted the lack of testimonial and documentary evidence about the accounts at issue, and the family court similarly noted the lack of evidence, even holding the record open to allow Husband to submit what he had not obtained prior to trial. Having failed to submit the required proof of the value of any claimed non-marital portions of the accounts and having failed to provide a sufficient record on which the appellate court could make findings, Husband should not be heard to complain of error in the family court's treatment of the accounts as entirely marital. *See Lewis v. Lewis*, 392 S.C. 381, 393, 709 S.E.2d 650, 656 (2011); *Pittman v. Pittman*, 395 S.C. 209, 220, 717 S.E.2d 88, 93-94 (Ct.App. 2011); *Chanko v. Chanko*, 327 S.C. 636, 643, 490 S.E.2d 630, 634 (Ct.App. 1997). He should not be given another "bite at the apple" through remand. *Lewis*, 392 S.C. at 393 n.11, 709 S.E.2d at 656 n. 11; *Pittman*, 395 S.C. at 220, 717 S.E.2d at 94.

1. Franklin Templeton accounts.

The Court reversed the family court's finding that the Franklin Templeton accounts owned on the date of filing were entirely marital and held that \$61,000 of those accounts was non-marital. In so holding, the Court relied on evidence with respect to a

*different* account presented by Husband, an account that was not before the family court in the equitable distribution analysis.

The Court of Appeals held the family court should have treated \$61,000 of the Franklin Templeton accounts as non-marital. This determination misapprehended the evidence and overlooked crucial facts concerning the accounts before the family court for division. The evidence was clear that only two Franklin Templeton accounts were owned on February 13, 2013, the date of filing: account no. 109-90231159927 and account no. 109-90227240493. R. pp. 184-85. The evidence Husband produced pertained to a different Franklin Templeton account he claimed was owned prior to the date of marriage, February 15, 2005. That evidence was a year-end asset summary from the first year of marriage which showed that a *different* Franklin Templeton account, account no. 110-10185395048, came into being sometime in 2005 and had a value at the end of 2005 of \$61,583.82. R. p. 166. Husband claimed this amount was non-marital property. However, this account did not exist on the date of filing and was not before the court for division. The Franklin Templeton accounts before the family court, account no. 109-90231159927 and account no. 109-90227240493, were not in existence in 2005, as evidenced by the 2005 year-end asset summary. R. p. 166. Husband produced *no evidence* purporting to establish that account no. 109-90231159927 and account no. 109-90227240493 predated the marriage or to establish what their date of marriage value would have been. The document he did produce in fact refuted the existence of these accounts on the date of the marriage, because they were not reflected on the 2005 Franklin Templeton asset summary at all – not as being in existence on January 1, 2005, and not as being in existence on December 31, 2005. R. p. 166.

These accounts, which came into being after the date of marriage and were owned as of the date of filing, were marital. *See* S.C. Code Ann. § 20-3-620(A). Wife claimed they were marital, both on her sworn financial declaration and in her testimony. R. p. 139, lines 1-2, 17-18; p. 162. The Franklin Templeton statements introduced into evidence established they came into existence during the marriage and were owned on date of filing, consistent with her testimony that they were marital. R. pp. 166, 184-85. Upon this evidence, the burden shifted to Husband to establish, with proof, the non-marital character of any portion of accounts no. 109-90231159927 and 109-90227240493, and the value of the non-marital portion, if any. *See Wilburn v. Wilburn*, 403 S.C. 372, 382, 743 S.E.2d 734, 740 (2013); *Simcox-Adams v. Adams*, 408 S.C. 252, 265, 758 S.E.2d 206, 213 (Ct.App. 2014). Upon Husband's failure to provide such proof, the family court correctly found the Franklin Templeton accounts to be entirely marital. The Court of Appeals should grant rehearing, alter its ruling on this issue, and affirm the family court's inclusion of the entire Franklin Templeton funds owned on the date of filing in the marital estate.

2. T. Rowe Price Account.

The Court of Appeals' opinion misapprehended the legal principles applicable to the failure of Husband to establish the value of the portion of his T. Rowe Price retirement account that he claimed was non-marital. The T. Rowe Price account was attributable to Husband's employment with Intelligrated, which began before the marriage but continued after the marriage and through the time of trial. It was undisputed that this retirement account was at least in part marital.

The Court of Appeals' opinion found the family court improperly shifted the burden to Husband before Wife presented evidence that the account was marital. This finding overlooked the evidence presented by Wife concerning the marital nature of the account. Wife's attorney elicited testimony from Husband that established this account was acquired, at least in part, through contributions made during the marriage from marital earnings. R. pp. 85-88, 93. Wife elicited Husband's admission the account was in part marital. R. pp. 86, 93. Based on this evidence, the burden shifted to Husband to establish what portion was non-marital. See *Wilburn*, 403 S.C. at 382, 743 S.E.2d at 740; *Simcox-Adams*, 408 S.C. at 265, 758 S.E.2d at 213. Husband offered no evidence whatsoever to establish the value of the non-marital portion of the account. Unlike the litigant in *Chanko*, cited by the Court of Appeals, Husband did not even testify as to what he believed was the value of the account on the date of marriage. Cf. *Chanko*, 327 S.C. at 640-42, 490 S.E.2d at 633. Instead, he testified he did not know how much of the account was non-marital. R. p. 86. He provided no evidentiary basis on which the family court or the appellate court could place a value on the non-marital portion of this account.

The ability to obtain the date of marriage and date of filing values of this account was uniquely Husband's. Notwithstanding that the case had been pending since February 2013, he testified he had not begun to seek this information until just over a week before the trial, held in March 2015. R. pp. 51-52, 58. He stated the person who could provide the information was out and would not be back until the Monday following trial. R. p. 52. The family court expressed its concern that, though the case had been pending more than two years, no effort was made until two weeks before trial to obtain the valuation evidence. R. p. 151, lines 17-23. Because of the lack of sufficient evidence to make

findings as to value, the family court judge left the record open for submission of further evidence on the valuation issue. R. p. 153, lines 14-16. Despite Husband's testimony that the necessary person would be available to provide this information the following Monday, Husband did not avail himself of the opportunity afforded by the court to submit documentation of the value of the non-marital portion of the retirement account. Upon this failure of proof, the family court properly included the entire account, which Husband admitted was in part a marital asset, in the marital estate for division.

In numerous contexts, our Supreme Court has repeatedly endorsed the concept of providing a litigant a single "bite at the apple" in presenting his case in the trial court. *See Lewis*, 392 S.C. at 393-94 & n.11, 709 S.E.2d at 656 & n.11; *Therrell v. Jerry's Inc.*, 370 S.C. 22, 30, 633 S.E.2d 893, 897 (2006); *Spruill v. Richland County Sch. Dist. 2*, 363 S.C. 61, 65, 609 S.E.2d 524, 527 (2005); *Fields v. Regional Medical Center Orangeburg*, 363 S.C. 19, 28, 609 S.E.2d 506, 511 (2005); *Elam v. South Carolina Dep't of Transp.*, 361 S.C. 9, 21, 602 S.E.2d 772, 778 (2004); *see also Milliken & Co. v. South Carolina Dep't of Labor*, 275 S.C. 264, 266-68, 269 S.E.2d 763, 764-65 (1980). This concept is grounded in the principle of fundamental fairness. *See Lewis*, 392 S.C. at 393 n.11, 709 S.E.2d at 656 n.11; *Milliken*, 275 S.C. at 267, 269 S.E.2d at 764. Our appellate courts also recognize that an appellant has the burden of providing a sufficient record upon which the appellate court can make a decision. *See Pittman*, 395 S.C. at 220, 717 S.E.2d at 93-94, *citing Medlock v. One 1985 Jeep Cherokee VIN IJCWB7828FT129001*, 322 S.C. 127, 132, 470 S.E.2d 373, 376 (1996). Where the necessary proof has not been provided and the requisite record has not been made, our appellate courts have disapproved of granting a "second bite at the apple" through remand for presentation of

further evidence not presented at the initial opportunity. *Lewis*, 392 S.C. at 393 n.11, 709 S.E.2d at 656 n.11; *Pittman*, 395 S.C. at 220, 717 S.E.2d at 94. The comments of the Supreme Court in *Lewis* are particularly applicable here:

The court of appeals understood that [Husband's] cursory evidence precluded it from definitively finding a value for the home that was below the appraiser's recommendation. The court of appeals admitted it was "sympathetic to Husband's concerns." The court of appeals' remand instructions invited the family court to "accept additional evidence ... or order supplemental information on its own motion." Given [Husband's] incomplete presentation at trial, it would be fundamentally unfair to [Wife] to give [Husband] a second bite at the apple.

*See Lewis*, 392 S.C. at 393 n.11, 709 S.E.2d at 656 n.11.

In this case, once the evidence established the T. Rowe Price account was in part a marital asset, it became Husband's burden to produce the requisite evidence to establish the value of the non-marital portion, and he failed to meet that burden. Troubled by the lack of such evidence at trial, the family court left the record open for submission of additional evidence as to value. R. p. 153. Upon Husband's failure to avail himself of this second opportunity to prove his claim, the family court properly included the entire account in the marital estate. Husband failed to make a record on which the family court and the Court of Appeals could make findings of fact as to such value. The Court should not give him a third bite at the apple through remand for further proceedings.

As both the Court of Appeals and the Supreme Court recognize, the failure of proof at trial defeats the claim of an appellant seeking to overturn the family court's findings:

A litigant who fails to offer proof on an issue may not be heard to complain about the court's resolution of that issue.

*See Chanko*, 327 S.C. at 643, 490 S.E.2d at 634 (citations omitted).

We have stated before, and we reiterate here, that a party cannot sit back at trial without offering proof, then come to this Court complaining of the insufficiency of the evidence to support the family court's findings.

*See Lewis*, 392 S.C. at 393, 709 S.E.2d at 656 (quotation marks and citations omitted).

The Court of Appeals should rehear this issue, find that Husband failed in his proof and in creating a record on which the family court and the appellate court could make factual findings, and affirm the equitable distribution order of the family court.

**B. Alimony and Attorney's Fees.**

Because the Court of Appeals remanded the equitable distribution issue to the lower court, it also remanded the issues of alimony and attorney's fees for reconsideration. If the Court alters its resolution of the equitable distribution issue, it should rehear the issues of alimony and attorney's fees and, for the reasons outlined in the Final Brief of Respondent, pp. 21-25, incorporated herein by reference, affirm those awards.

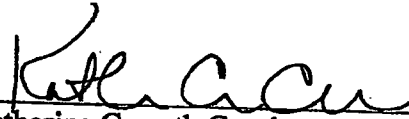
**C. Attempt at Reconciliation and Written Finding.**

The family court made the required attempt at reconciliation and made a finding on the record that reconciliation was not possible. R. pp. 32-33. For the reasons set out in the Final Brief of Respondent, pp. 7-10, incorporated herein by reference, the Court should find the family court substantially complied with the requirements of S.C. Code Ann. § 20-3-90. If the Court rehears this matter and declines to remand the equitable distribution issue, it should affirm the family court's order in its entirety. However, if the Court believes a written finding is required, it should simply modify the order to include such finding in its appellate opinion.

D. Conclusion.

For all these reasons and the additional reasons set out in the Final Brief of Respondent, the Court should rehear its decision and affirm the findings and conclusions of the family court. If the Court deems it necessary that there be a written finding as to the attempt at reconciliation, it should modify the family court's order to include a finding that reconciliation was attempted and is not possible, and affirm as modified.

Respectfully submitted,



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# The South Carolina Court of Appeals

Kenneth M. Shufelt, Appellant,

v.

Janet R. Shufelt, Respondent.

Appellate Case No. 2015-002426

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## ORDER

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After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded. As to Husband's Franklin Templeton retirement accounts, Wife's focus on the account numbers ignores Husband's testimony at the Final Hearing that \$61,500 of the Franklin Templeton retirement funds were acquired before the marriage and therefore non-marital property. Accordingly, there is no basis for granting a rehearing, and the petition for rehearing is denied.

Paul E. Short, Jr. J.

Paul M. Thomas J.

D. Hanlin J.

Columbia, South Carolina

cc:

John E. Cheatham, Esquire

Katherine Carruth Goode, Esquire

The Honorable Peter R. Nuessle

**FILED**

August 16, 2018