No. 24-647

IN THE SUPREME COURT OF
THE UNITED STATES

ERIC MANUELIAN
Petitioner,
v.
JENNIFER STARR, individually and in the Capacity as Trustee of the Kirkland Trust Dated 3/10/05 and in the Capacity as Trustee of the Starr Trust
and
Kirkland Ranch, Inc., a Florida Corporation and R.L.E. Ranch, Inc., a Florida Corporation,
Respondents.

On Petition for a Writ of Certiorari to the
SECOND DISTRICT COURT OF APPEAL OF THE
STATE OF FLORIDA

PETITIONER'S REPLY TO OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

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1. The Florida courts held that the South Carolina Judgment is given full faith and credit but interpreted the Judgment in a way to extinguish the Judgment in violation of the Full Faith and Credit Clause.

In the Opposition Brief, Starr agrees that the Florida courts held that the South Carolina judgment must be given full faith and credit in Florida. "Judge Lewis properly gave full faith and credit to the South Carolina Divorce Decree," Opposition Brief, P. 13. Petitioner attaches the complete South Carolina Judgment as Reply Appendix 1. However, the Florida courts did not give the South Carolina Judgment full faith and credit. Instead, in violation of the Full Faith and Credit Clause, the Florida courts interpreted the South Carolina Judgment to hold that (1) Laura Kirkland retained "ownership," of the shares, which is not stated in the South Carolina Judgment, App. 3, Paragraph 7; (2) Manuelian had no interest in the shares before the death of his mother, App. 3, Paragraph 41, which cannot be squared with the explicit language of the South Carolina Judgment requiring that Manuelian receive either the shares or any proceeds of the liquidation of the shares; and (3) "[t]he Court concludes that even if such an interest had been created, any such interest would have been extinguished by Laura Kirkland's actions in naming Jennifer Starr as the sole beneficiary of the Laura

Kirkland Trust and by transferring the KRI (RLE) shares to the Laura Kirkland Trust," App. 3, Paragraph 42, an interpretation not attributed to Florida law by the Court and not stated in the South Carolina Judgment. On that basis, the Florida court ruled in Paragraph 56, App. 3, that, "When Laura Kirkland died on September 16, 2009, the Laura Kirkland Trust became irrevocable. All assets titled in the Laura Kirkland Trust at the time of Laura Kirkland's death were subject to administration in accordance with the provisions of the Laura Kirkland Trust and the Florida Trust Code, including Fla. Stat.§§ 736.1014(1) (2009) and 736.05055(1) (2009)." This resulted in the shares going to Starr, and Manuelian getting nothing.

Manuelian's ownership of shares of stock that were to be divided upon his mother's death to Manuelian and his brother under the explicit language of the South Carolina judgment was cut off by the Florida court's interpretation of the South Carolina Judgment. This violates the Full Faith and Credit Clause. The Full Faith and Credit Clause prevents exactly what happened here. Laura Kirkland, subject to a South Carolina Judgment, took action in Florida that the Florida courts interpreted to extinguish the South Carolina Judgment. This disregards this Court's explicit caution that judgments are not subject to "interpretation" by sister-state courts in a way that eliminates the meaning of the judgment. This Court has long held that full faith and credit requires the application of the sister-state judgment, "in form, substance and spirit," *Bute v. Illinois*, 333 U.S. 640,

672, 68 S. Ct. 763, 779 (1948). This Court stated in *V.L. v. E.L.*, 577 U.S. 404, 136 S. Ct. 1017 (2016):

> With respect to judgments, "the full faith and credit obligation is exacting." *Baker v. General Motors Corp.*, 522 U.S. 222, 233, 118 S. Ct. 657, 139 L. Ed. 2d 580 (1998). "A final judgment in one State, if rendered by a court with adjudicatory authority over the subject matter and persons governed by the judgment, qualifies for recognition throughout the land." *Ibid.* A State may not disregard the judgment of a sister State because it disagrees with the reasoning underlying the judgment or deems it to be wrong on the merits. On the contrary, "the full faith and credit clause of the Constitution precludes any inquiry into the merits of the cause of action, the logic or consistency of the decision, or the validity of the legal principles on which the judgment is based." *Milliken v. Meyer*, 311 U.S. 457, 462 (2016).
> *V.L. v. E.L.,* 577 U.S. 404, 407 (2016).

In 1910, in *Sistare v. Sistare*, 218 U.S. 1 (1910), this Court held that a judgment for future alimony rendered in one state must be given full faith and credit in sister states. A Connecticut court had ruled that a New York judgment awarding future alimony payments did not constitute a final judgment for a fixed sum of money and was therefore not enforceable

in Connecticut. The Connecticut court specifically held that the New York judgment was not a final judgment entitled to full faith and credit under the Constitution of the United States. This Court reversed, stating, "generally speaking, where a decree is rendered for alimony and is made payable in future installments the right to such installments becomes absolute and vested upon becoming due, and is therefore protected by the full faith and credit clause, provided no modification of the decree has been made prior to the maturity of the installments." *Id.* at 16-17. This Court also stated, "if the judgment be an enforcible judgment in the State where rendered the duty to give effect to it in another State clearly results from the full faith and credit clause . . ." *Id. At* 26.

Applying the *Sistare* analysis to Manuelian's claim, the South Carolina judgment held that upon the death of Manuelian's mother, in the future, after entry of the South Carolina Judgment, the shares shall be divided to her children, one of which is Manuelian. The Florida court acknowledged that the South Carolina judgment had never been appealed or modified. But the Florida courts refused to apply the South Carolina Judgment as written. Instead, the Florida courts interpreted the South Carolina Judgment to be extinguished in Florida upon the transfer of shares by Laura Kirkland, individually, to Laura Kirkland, as trustee of her self-settled grantor revocable trust. According to the language of the South Carolina Judgment, Manuelian's right to the shares became absolute and vested upon the death of his mother. The Florida courts do not, and cannot, cite any authority for the interpretation in Paragraph 41

that Manuelian had no interest and in Paragraph 42 that Laura Kirkland's transfer of the shares to herself would have extinguished any interest. Through these interpretations, Florida courts denied the South Carolina Judgment full faith and credit to the judgment as written.

At page 15 of the Opposition Brief, Starr asserts that the language of the South Carolina Judgment includes the future tense that the shares, "are to be divided upon her death between her surviving children," and that did not "transfer any interest" to Manuelian, Opposition Brief, Page 16. This disregards the *Sistare* analysis that a provision for a future right under a judgment is entitled to full faith and credit upon the happening of the future condition. The South Carolina Judgment here was entitled to enforcement in Florida after the future event upon which Manuelian's right to the shares occurred, that being, the death of his mother.

Starr incorrectly claims on Paragraph 16 that "the parties agree" that Ms. Kirkland did not comply with the South Carolina Judgment. Manuelian has never claimed that his mother did not comply with the South Carolina Judgment. Nothing in transferring the shares to herself, as trustee of her revocable grantor trust, affected the operation of the South Carolina Judgment vesting the shares in Manuelian upon her death. Starr did not, and could not, claim that Laura Kirkland, as trustee, was a bona fide purchaser of the shares and thereby took the shares free of the South Carolina Judgment. Florida's Commercial Code is also clear that the transfer of

shares only transfers whatever interest the seller has in the shares. § 678.3021 Fla. Stat. (2009) states:

> (1) . . . a purchaser of a certificated or uncertificated security acquires all rights in the security that the transferor had or had power to transfer.
> (2) A purchaser of a limited interest acquires rights only to the extent of the interest purchased.

Nothing under Florida law provides that Laura Kirkland could transfer the shares to herself, as trustee, and thereby extinguish the South Carolina Judgment. This is improper judicial interpretation that denies full faith and credit to the South Carolina Judgment.

Starr's contention at Page 16 that Laura Kirkland, "did not leave her KRI Shares to her children," disregards the language of the South Carolina Judgment. There is nothing in the South Carolina Judgment that requires Laura Kirkland to take any action. Laura Kirkland would no longer be living when the shares are divided.

The "interpretation" of the South Carolina Judgment to require some action by Laura Kirkland, without any basis, is critical to the incorrect Florida interpretation because, as stated on Page 17 of the Opposition Brief, Manuelian is only obligated to pursue claims against a revocable trust in probate where the claim is "dependent upon the individual

liability of the settlor," Sec. 736.1014 (1), Fla. Stat., Page 17 of the Opposition Brief.

Florida's interpretation that Laura Kirkland had some liability to do something under the South Carolina Judgment has no basis within the text of the South Carolina Judgment, and the interpretation is therefore in violation of the Full Faith and Credit clause. But that interpretation is the sole reason, as stated by Starr in Opposition, that the Florida courts then hold that Manuelian was rendered to be an unsecured creditor of his mother.

At Page 19 of the Opposition, Starr contends that the South Carolina court could not adjudicate Petitioner's rights and the South Carolina statute "does not contemplate the family court awarding marital property to a nonparty. . ." This establishes that the Florida courts did exactly what the Full Faith and Credit Clause prohibits. "[T]he full faith and credit clause of the Constitution precludes any inquiry into the merits of the cause of action, the logic or consistency of the decision, or the validity of the legal principles on which the judgment is based." *Milliken v. Meyer*, 311 U.S. 457, 462 (2016).

At page 19 of the Opposition, Starr raises § 711.505, Fla. Stat. (2009), the Uniform Transfer on Death Security Registration Act, despite the fact that this statute stated at the time of transfer:

> 711.508 Protection of registering entity.—
> .. .

> (4) The protection provided by ss. 711.50-711.512 to the registering entity of a security does not affect the rights of beneficiaries in disputes between themselves and other claimants to ownership of the security transferred or its value or proceeds.

Nothing in this statute means that Laura Kirkland was obligated to register the transfer on death provisions of the South Carolina Judgment with the corporation in order for the South Carolina Judgment to take effect. This statute protects the corporation in the event that it complies with directives of a transfer on death provision and has no applicability in disputes between beneficiaries.

None of the time bar statutes on pages 19-28 of the Opposition Brief apply because the shares were not property of the probate estate. The shares were property of the trust, subject to the South Carolina Judgment and Manuelian's interest as stated therein, and are not barred by the probate time bars. Manuelian's claims are also not barred against the trust or the trustee, as stated above, because Manuelian's claims are not contingent upon the individual liability of Laura Kirkland, Sec. 736.1014. None of these Florida laws have any effect on Manuelian's claims because the South Carolina Judgment is entitled to full faith and credit, as written.

The South Carolina Judgment is not an order to make a will. The 1997 Order is completely self-executing.

Upon the death of Laura Kirkland, the shares are to be split. The only way that Laura Kirkland could avoid the application of this Judgment verbatim is to go back to South Carolina before her death and ask for the order to be modified. That did not occur. The Florida courts effectively rewrote the 1997 South Carolina Order by vesting Laura Kirkland the ability to extinguish the plain language of the South Carolina Judgment. The Florida courts also disregarded South Carolina law providing that "[t]he effect of an agreement becoming a judicial decree is not to be understated. "With the court's approval, the terms become a part of the decree and are binding on the parties and the court." *Emery v. Smith*, 361 S.C. 207, 214, 603 S.E.2d 598, 601 (Ct. App. 2004). The 1997 Order is not a contract, this is a court order, and is perpetual, final, binding on the parties, and binding in all courts, including courts of both Florida and South Carolina. The Florida courts interpreted the South Carolina Judgment in a manner that extinguishes the effect of the Judgment under Florida law.

2. This case is a good vehicle to reinforce this Court's prior precedent that state courts must not stray from established full faith and credit precedent.

This case has no factual disputes.

At page 14 of the Opposition, Starr contends that a PCA has no precedential effect, points out that a circuit court judgment also has no precedential effect, and on that basis, contends, "[b]ecause the orders on review are unpublished and have no precedential

value, Petitioner has failed to present this Court with a compelling reason to weigh in on these matters." Opposition Brief, Page 14.

Manuelian contends that the same arguments should produce the opposite result. Because a PCA cannot be appealed to the Florida Supreme Court, there is no procedure available under Florida law when a PCA conflicts with opinions of the Florida Supreme Court, *Jenkins v. State*, 385 So. 2d 1356, 1359 (Fla. 1980). The only available remedy is to request a written opinion in the district court of appeals where the PCA was rendered. But if that motion is denied, there is no appeal to the Florida Supreme Court. In *R. J. Reynolds Tobacco Co. v. Kenyon*, 882 So. 2d 986 (Fla. 2004) the Florida Supreme Court held that the Florida Supreme Court has no jurisdiction to require a district court of appeal to write an opinion, stating, "[w]e reiterate that in the future we will dismiss all extraordinary writ petitions, regardless of how they are designated, in which the petition requests that this Court review a district court's denial of a request for a written opinion made pursuant to rule [Florida Rule of Appellate Procedure] 9.330(a) and the denial does not include any elaboration, citation, or explanation that would give this Court jurisdiction." *Id. at* 990 (Fla. 2004).

This Court has repeatedly held that full faith and credit means that all courts, state and federal, "must give to a state-court judgment the same preclusive effect as would be given that judgment under the law of the State in which the judgment was rendered." *Migra v. Warren City Sch. Dist. Bd. of Educ.*, 465 U.S.

75, 81 (1984). The South Carolina Judgment is enforceable on its terms in South Carolina and must be enforced on its terms in Florida. In *Holland v. Holland*, 438 S.C. 69, 881 S.E.2d 766 (Ct. App. 2021), the Court of Appeal of South Carolina issued a precedential opinion of first impression and squarely held that South Carolina's Section 15-39-30 providing for a ten year enforcement period for judgments does not apply to a family law matter. Unless South Carolina courts would not enforce the 1997 South Carolina divorce judgment that required Laura Kirkland's shares to be divided between her surviving children, including Manuelian, then Florida courts must enforce the South Carolina judgment as written.

3. The Petition raises claims under Rule 10 of this Court.

Starr, at Page 14 of the Opposition, states, "This Court does not wade into disagreements between state supreme courts and their lower courts." To the contrary, the district courts of appeal are courts of last resort where PCAs are issued without opinion or citation.

Under Florida's court structure, it is not technically correct to refer to Florida's district courts of appeal as "lower courts" under these circumstances. In Florida, a district court of appeals has the power to circumvent review by the Florida Supreme Court by issuing a PCA and denying a motion for written opinion. Under these circumstances, a district court of appeal cannot reasonably be referred to as a "lower court." Because the Florida Supreme Court has ruled that it has no

jurisdiction to review a PCA and cannot require a district court of appeal to write an opinion thereby giving jurisdiction to the Florida Supreme Court, under these circumstances there are, in fact, two courts of last resort in Florida. The circuit court opinion and the PCA conflict on the application of the full faith and credit clause with the opinion of the Florida Supreme Court in *Ledoux-Nottingham v. Downs*, 210 So. 3d 1217 (Fla. 2017) (Colorado order requiring grandparent's visitation rights enforceable in Florida regardless of conflicting Florida law), stating, "The [United States] Supreme Court. . . continues to reject any notion that a state may elevate its own public policy over the policy behind a sister state's judgment and thereby disregard the command of the Full Faith and Credit Clause." *Ledoux-Nottingham v. Downs*, 210 So. 3d 1217, 1223 (Fla. 2017).

4. To the extent that this Petition is deemed to seek error-correction, this case warrants summary reversal.

The only error-correction process available to an unsuccessful appellant under a per curiam affirmance without citation or opinion from a district court of appeal is a petition to this Court. "In broad strokes, the public legitimacy of our justice system relies on procedures that are "neutral, accurate, consistent, trustworthy, and fair," and that "provide opportunities for error correction." *Rosales-Mireles v. United States*, 585 U.S. 129, 141 (2018) (internal citations omitted). Because Florida has adopted an appellate system with two different courts of last

resort under these circumstances, and the district court of appeal decision conflicts with published decisions of this Court and of the Florida Supreme Court, this Court should exercise its error-correction authority and reverse.

CONCLUSION

The petition for writ of certiorari should be granted and/or the PCA should be summarily reversed.

Dated: March 11, 2025.

Respectfully submitted,
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APPENDIX A

IN THE FAMILY COURT OF THE
NINTH JUDICIAL CIRCUIT
CASE NO.: 95-DR-08-1256

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

CHARLES R. MANUELIAN,
Plaintiff,

-versus-

LAURA. K. MANUELIAN,
Defendant.

FINAL ORDER AND
DECREE OF DIVORCE

DATE OF TRIAL:
JANUARY 10, 1997

TRIAL JUDGE:
JUDGE ROBERT R. MALLARD

PLAINTIFF'S ATTORNEY:
CARTER DURAND HARRINGTON

DEFENDANT'S ATTORNEY:
DAVID L. DEVANE

GUARDIAN AD LITEM:

GEORGIA A. SHOBE

COURT REPORTER:
T. DAYTON GRAINGER

THIS MATTER came before the Court pursuant to the filing of a Notice of Motion and Motion for Temporary Relief, Summons and Complaint (with Verification attached), Temporary Restraining Order (Ex Parte) on May 31 1995, wherein the Plaintiff sought a divorce from the Defendant on statutory grounds of adultery, child custody, support, restraining orders, alimony, equitable division of the martial property and debts, attorneys fees and costs along with other attendant relief. The pleadings herein were duly served upon Defendant on June 1, 1995, and the. Affidavit of Personal Service was filed with this Court on June 5, 1995. In response thereto, Defendant filed her Answer and Counterclaim, filed with the Court on March 12, 1996, generally denying the allegations of the Complaint herein, and requesting a resolution regarding the issues of divorce, custody, support, visitation, alimony, restraining orders, equitable division of the marital property and debts, attorneys fees and costs, along with other attendant relief. In response thereto, Plaintiff filed his Reply, filed with the Court on March 14, 1996, generally denying the allegations of the Defendant and affirming his request for relief pursuant to his original Complaint herein. Each party filed a Financial Declaration in accordance with the *South Carolina Rules of Family Court*. A Temporary Hearing was scheduled to be heard by the Honorable John T. Black. Prior to the call of the case, it was announced to the Court that the parties had

reached an agreement which settled the temporary issues of this case, and that it was their desire to forego the Temporary Hearing and submitted a Temporary Consent Order, filed with this Court on July 6, 1995, granting the parties joint custody of the minor children, and granting other *pendente lite* relief pending a Final Hearing.

This matter came forward before this Court for a Formal Pre-Trial Conference on January 10, 1997, at 9:30 A.M.. Present and appearing at the hearing were the Plaintiff, Charles Robert Manuelian, with his attorney of record, Carter D. Harrington, Esquire of the Charleston County Bar. Also, present were the Defendant, Laura K. Manuelian, with her attorney of record, David L. Devane, Esquire of the Charleston County Bar, and a corroborating witness, Mary Ann Kirkland. Georgia A. Shobe, Esquire was present as the *Guardian ad Litem*.

Prior to the commencement of the hearing, counsel for the parties announced to this Court, that the parties had been engaged in extensive negotiations during the pendency of this action and the parties had reached an Agreement on all issues. David L. Devane, attorney for the Defendant, then moved to amend his pleadings to include a cause of action for divorce upon the statutory grounds of a one (1) year continuous separation without cohabitation and restoration of the Defendant's maiden name, Laura Kirkland. The motion was without objection from the Plaintiff and the Court granted Defendant's motion. The Court then duly inquired of both parties as to whether there was anything that could be done by the Court to reconcile

the parties' differences. The Plaintiff and Defendant replied in the negative.

Attorney for the Defendant then read the Agreement into the record. It should be noted that with regard to the issues involving the two (2) minor children and the disposition of certain funds and monies, the parties have adopted the recommendations of Georgia A. Shobe, Esquire, *Guardian ad Litem*. Her written recommendations are affixed to and made a part of this order as if repeated verbatim herein and is entitled *"EXHIBIT A"*.

That the parties entire Agreement is as follows:

1. **CUSTODY:** Defendant/mother shall be the primary custodian of the two (2) minor children, [redacted] born [redacted] and [redacted], born [redacted], who shall reside with Defendant/mother at her home in San Antonio, Florida. Plaintiff/father shall be the secondary custodial parent, and shall be entitled to liberal visitation.

2. **VISITATION:** From December, 1996 until Plaintiff/father retires in July, 1997, visitation shall occur as follows:

2a. One long weekend each school month to coincide with the long weekend from school for the two (2) minor children (calendars of both the two (2) minor children's school to be provided by Defendant/mother and Plaintiff/father shall provide his calendar for planning of visitation. Defendant/mother and/or her parents will transport the two (2) minor children to the

Plaintiff/father's home in Ladson, South Carolina. There will be no weekend visit in the month of February, 1997.

2b. Plaintiff/father shall have an alternate weekend where Plaintiff/father will travel to Florida to exercise visitation.

2c. After Plaintiff/father's retirement in July, 1997, visitation shall take place every other weekend from Friday at 6 P.M. until Sunday at 6:00 P.M. with the halfway point for pick up and drop off of the two (2) minor children to be at Exit 2A in Kingsland, Georgia. Defendant/mother *is* to provide the name of the service station in Kingsland, Georgia. Defendant/mother and/or her parents may do transporting of the two (2) minor children to the pick up and drop off point in Georgia.

2d. **EASTER:** Visitation is to include the week of Spring Break from the day school is out at 6 P.m. until the Sunday before school resumes at 6:00 P.M., with Plaintiff/father having the year 1997 and all odd years thereafter, and Defendant/mother having the year 1998 and all even years thereafter.

2e. **THANKSGIVING:** Visitation is to begin the day school is out at 6:00 P.M. until the Sunday before school resumes at 6:00 P.M., with Plaintiff/father having the year 1998 and all even years thereafter, and Defendant/mother having the year 1997 and all odd years thereafter.

2f. **CHRISTMAS WEEK ONE:** Visitation is to begin

the day school is out at 6:00 P.M. until December 26, at 9:00 A.M., with Plaintiff/father having the year 1997 and all odd years thereafter, and Defendant/mother having the year 1998 and all even years thereafter.

2g. **CHRISTMAS WEEK TWO:** Visitation is to begin on December 26 at 9:00 A.M. until New Year's Day at 6:00 P.M., with Plaintiff/father having the year 1998 and all even years thereafter, and Defendant/mother having the year 1997 and all odd years thereafter.

2h. **SUMMER VACATION:** Plaintiff/father is to have visitation for six (6) weeks during the summer commencing the last Sunday in June at 6:00 P.M. until the second Sunday in August at 6:00 P.M., with Plaintiff/father having each and every year. Further, alternate weekend visitation is suspended during the summer months in order to allow both parties uninterrupted time with the two (2) minor children during the summer.

2i. **HOLIDAY PERIODS:** Take precedence over the standard weekend visitation without interrupting the calendar visitation, which means that if Christmas Day were to fall on Sunday, and it was Defendant/mother's weekend, but Plaintiff/father's Christmas, then Plaintiff/father would have Christmas, but there would be no change on the calendar for the weekend missed by Defendant/mother.

2j. **MOTHER'S DAY/FATHER'S DAY:** Mother's Day always belongs to Defendant/mother and if it is

Plaintiff/father's weekend, then Plaintiff/father would return the two (2) minor children to Defendant/mother at 9:00 A.M. on Mother's Day at the designated drop off. Plaintiff/father would always have Father's Day, and because weekend visitation is suspended during the summer, then Plaintiff/father would have the option to have the two (2) minor children from 9;00 A.M. until 6:00 P.M. on that Sunday in Florida.

2k. **DESIGNATED PICK UP AND DROP OFF:** That once Plaintiff/father retires, the pick up and drop off will occur at the designated place in Georgia. Until that time, on the long weekend visits, Defendant/mother and/or her parents will deliver the two (2) minor children to Plaintiff/father's home in Ladson, South Carolina. The pick up and drop off for the short alternate weekend in Florida shall be at the same place that it has been during the pendency of this action.

21. **WAIVER OF DECEMBER, 1996 VISITATION:** Plaintiff/father due to his schedule specifically waives any time during the month of December, 1996, due to his work with the United State Navy. Plaintiff/father's first available time to visit with the two (2) minor children is mid January, 1997.

2m. **MISSED VISITATION:** Any visitation period not exercised is lost and there shall be no makeup.

3. **HEALTH, EDUCATION, AND WELFARE:** Plaintiff/father shall have substantial and meaningful input into decisions concerning the health, education and welfare of the two (2) minor children.

3a. For so long as Plaintiff/father is a member of the United States Military, he shall cooperate in the procurement of necessary identification cards or other documents necessary to enable the two (2) minor children of the parties to have access to such military benefits to which the two including, but not limited commissary privileges, etc. (2) minor children may be entitled to, medical and dental facilities, commissary privileges, etc.

3b. If after discussion, the parties cannot agree on say an orthodontist or the orthodontic treatment of minor child, Eric, then the *Guardian ad Litem* shall be the tie breaker.

3c. Generally, all medical and dental treatment shall be followed as directed and recommended by the health care provider.

3d. Plaintiff/father shall have full access to all school and medical records of the two (2) minor children. Defendant/mother shall provide these to Plaintiff/father upon receipt by certified mail.

3e. All health, dental, and medical needs of the boys shall be paid as follows: Defendant/mother shall be responsible for the first Two Hundred Fifty ($250.00) Dollar deductible for each of the two (2) minor children each year. After that, the amounts uncovered shall be split pursuant to the South Carolina Guidelines percentages. Defendant/mother shall submit uncovered expenses within thirty (30) days of receiving notice that Champus had paid, and Plaintiff/father shall reimburse same within thirty (30) days of the

receipt of same.

3f. Plaintiff/father is to provide all necessary documentation to maintain the two (2) minor children's medical and dental benefits through the military for as long as they remain eligible. Defendant/mother is to use a Champus eligible provider whenever same is available.

3g. The two (2) minor children shall continue in their respective chosen activities, and both parties shall encourage the two (2) minor children to remain involved in the same, *i.e.*: Scouting, soccer, etc.

3h. Plaintiff/father shall continue to maintain his life insurance policy with The Equitable with the two (2) minor children as beneficiaries or as the receivers of the .funds for the benefit of the two (2) minor children only.

3i. Any travel activities planned while the two (2) minor children are with a parent shall be given to the other parent, to include but not limited to, where the travel is taking them, the actual location of where they will be staying as well as a telephone number. This applies for travel as short as twenty-four (24) hours in duration.

3j. The parties shall have telephone contact with the two (2) minor children while they are in the custodial presence of the other on each and every Wednesday at 7:00 P.M. and on each and every Sunday at 7: 00 P.M. If the two (2) minor children are unavailable due to activities, then the parent who has the two (2) minor

children shall immediately notify the other parent of the two (2) minor children's whereabouts, and when the call may take place.

4. **FINANCIAL CONTRIBUTIONS:** Defendant/mother's portion of Plaintiff's military retirement shall be paid to Defendant/mother who will open an individual savings account with each minor child to receive one-half of the amount at such time as each are emancipated or completed college. Defendant/mother shall be allowed to invade the accounts for the two (2) minor children for clothing or supplies four (4) times a year (at the end of each quarter), and shall provide copies of the receipts to Plaintiff /father. No other withdrawals shall be made absent joint written consent by the parties.

4a. As each minor child obtains emancipation or completes college, then the account held for the minor child shall be turned over to child, and the portion that would have gone to that child shall be paid over to Defendant/mother so that after the minor child, Eric reaches eighteen (18) or completes college, Defendant/mother shall receive the retirement portion that is due her under equitable distribution laws of the State of South Carolina.

4b. These accounts shall be opened in accordance with the *Uniform Gift to Minor's Act.*

4c. Plaintiff/father shall bear the tax burden of the division until such time as Defendant/mother begins receiving any portion of the retirement directly.

5. **SAVINGS ACCOUNTS:** There exists an account in each minor child's name, Robert Andrew Manuelian along with his mother, and Eric Russell Manuelian along with his father, at South Carolina Federal Credit Union in Charleston, South Carolina.

5a. These accounts are for the two (2) minor children only and may not be drawn upon without the express written consent of each party except as the two (2) minor children obtain college age and attend college.

5b. If the two (2) minor children do not attend college, then the accounts may not be drawn upon without both parents written consent until each minor child turn twenty-five (25) years of age, at which time the two (2) minor children become sole owners of their respective accounts.

6. **CHILD SUPPORT:** The Plaintiff/father shall pay to the Defendant/mother, as and for child support, via military allotment, through the Berkeley County Clerk of Court the amount of Seven Hundred Thirty-four ($734.00) Dollars plus three (3%) percent surcharge per month, ($22.02) for a total of child support in the amount of Seven Hundred Fifty-six and 02/100 ($756.02) Dollars payable monthly beginning February, 1997, and continuing the first of each month thereafter.

6a. Plaintiff/father shall be given a break of one-half the amount due in child support for the month of July each and every year, since he will have the two (2) minor children during that month. *(As reference in ¶12. of EXHIBIT A)*

6b. Child support is to be recalculated using both parties current gross incomes. When Plaintiff/father retires and becomes employed, the parties shall provide the *Guardian ad Litem,* Georgia A. Shobe, Esquire with their respective incomes so that child support may be recalculated and a Supplemental Order prepared by the *Guardian ad Litem* to provide for same. Absent issues of voluntary underemployment or unemployment, the calculations shall be submitted in the form of a Supplemental Order for enforcement through the Berkeley County Family Court.

7. **RESTRAINING ORDER**: That the two (2) minor children of the parties shall not be exposed to any unsafe or immoral influence, including not exposing the two (2) minor children of the parties to adultery, paramour, or overnight visitors of the opposite sex without the benefit of marriage, no use of alcohol, or no smoking, the use of illicit drugs, physical violence, sexually explicit behavior, videos or materials, or any other immoral or inappropriate influence at any time that they are in possession of the two (2) minor children.

7a. Both parties shall at all times provide the other party with the physical residence location and address of the two (2) minor children whenever they are in possession of them. Each party shall provide the other a physical street address in addition to a working telephone number for this residence. Further, neither party shall attempt to hide the physical whereabouts of the two (2) minor children from the other party at any time nor restrict telephone access from the other parent.

7b. The parties shall encourage the two (2) minor children to love, respect, and honor the other parent and neither of them shall alienate or attempt to alienate or diminish the affections of the parties' two (2) minor children to the other parent or disparage or allow others to disparage the other parent in the presence of the parties' two (2) minor children. The parties shall not encourage secrets, lies, deceit, or spying by the two (2) minor children towards the other parent.

7c. The parties shall not schedule activities far the parties' two (2) minor children which will preclude the other from having the parties' two (2) minor children with him or her during times of custody or visitation, as appropriate.

8. **JURISDICTION:** The Berkeley County Family Court, South Carolina shall retain jurisdiction over all matters relating to the two (2) minor children in this action.

9. ***GUARDIAN AD LITEM:*** Georgia A. Shobe, Esquire shall remain involved in this case until such time as she is formally relieved by the Court. All fees and expenses of the *Guardian ad Litem* shall be paid one-half by each party, and shall be paid within thirty (30) days of the billing by the Guardian *ad Litem*.

10. **ALIMONY:** That the parties mutually agreed to hold the issue of alimony in abeyance until Plaintiff retires, then a mutual and permanent waiver becomes immediately and automatically effective.

11. **PERSONAL PROPERTY:** That the parties agree that they have divided all other personal property between themselves, with the exception of guns, beds, mattresses, and Christmas items, and each party shall retain sole ownership of the personal property presently in their possession. Plaintiff and Defendant are to exchange the items no later than Easter vacation. Each party is fully aware of the assets of each other, that they have attempted to divide all property with this Agreement. However, should any property be discovered later, it shall be the sole and separate property of the one whose name it is titled *in* as of the date of this Agreement. Further, if there is no title or no other document indicating ownership, the after discovered property shall be the property of the person who had possession of it at the time this Agreement was signed, and each of the parties hereby respectfully grants unto the other his or her interest in the property.

12. **MARITAL HOME:** Plaintiff shall be entitled to the permanent ownership, use and possession of the marital home, and all equity *in* the home. Plaintiff shall indemnify and hold harmless Defendant for any financial responsibility for the home for which she might be liable. Defendant shall, if necessary, execute any documentation to transfer title to Plaintiff.

13. **MARITAL DEBTS**: There is no marital debt now existing. The parties each agree that they will not hereinafter incur any bills, debts, or obligations for services, property, or any other matter in the name of the other and the parties shall be responsible for her or his own living expenses and/or debts incurred after

April 15, 1995, the time of the separation. Both parties mutually covenant and agree that they shall indemnify and hold the other party harmless regarding any liability in connection with any indebtedness that they may incur on or after the date of this Agreement. Both parties agree that in the event that any after discovered debts shall emerge, each party agrees to indemnify and hold the other party harmless against liability in connection **with** the debt in their name.

14. **VEHICLES:** Plaintiff and Defendant shall retain sole ownership of the automobiles in their possession and shall be solely responsible for the payment of all obligations, if any, presently due and owing on said vehicles and shall be solely responsible for the insurance and taxes on said vehicles. Each party will execute any and all documents to effect the transfer title of the vehicles.

15. **MUTUAL RESTRAINING ORDER:** That a Mutual Restraining Order will be in effect restraining both parties from harassing, physically abusing, molesting, threatening, or in any way interfering with the person or property of the other party in any way whatsoever, from following the other party on foot or in an automobile, or from entering, calling, or coming about the residence or place of employment of the other party, from any contact with each other, directly or indirectly, except that which is necessary to effect visitation with the parties two (2) minor children.

16. **RETIREMENT:** The Defendant/wife shall be entitled to an interest in the Plaintiff/husband's gross military retirement equal, to fifty (50) percent of the

marital portion thereof. The marital portion shall be calculated as follows:

15 years, 5 months, 24 days
(qualifying length of marriage)
_____

21 years, 10 months, 28 days
(qualifying length of service)
x 100 = 69.42% (marital portion). It is the intent of this provision that it operate as a Qualified Domestic Order and the United States Naval authorities are directed to pay the Defendant/wife's share directly to her accordingly on a monthly basis. The Defendant/wife shall be entitled to cost of living allowances as they may apply from time to time. By way of example, theoretically assuming the husband's gross retirement pay at $1,000.00 per month, the distribution shall occur as follows: $1000.00 x 69.42 % (marital portion)= $694.20 x 50% = Wife's share $347.10. In addition, the parties agree that the Plaintiff/husband shall elect and maintain the maximum Survivor's Benefit Plan upon retirement with the Defendant/wife as the beneficiary thereof.

17. **ATTORNEY FEES:** Each party will be responsible for their own attorney fees.

18. **VANDALISM OF MARITAL HOME:** Plaintiff is to receive all proceeds from State Farm Insurance Company as replacement of items damaged or destroyed.

19. **TAX EXEMPTIONS:** The Defendant shall be

entitled to claim both children as tax exemptions. However, in any given tax year, the Plaintiff shall have the option to claim one (1) or both of the minor children as exemptions and pay any tax impact suffered by the Defendant. In the event the Plaintiff elects to exercise this option, he shall pay the Defendant's tax impact direct to Defendant at the time she files her own tax return or the time Plaintiff files his, whichever first occurs.

20. **CHECKING OR SAVINGS ACCOUNTS, STOCKS AND BONDS:** That there are no joint checking or savings accounts of the parties to be divided, and each party shall retain the funds which are in his or her own separate accounts or possession.

20a. Plaintiff is to retain the proceeds from the loan made to Frank Cook.

20b. Defendant retains the Kirkland Ranch Stock and same is to be divided upon her death between her surviving children. Further, if stock is otherwise liquidated, the proceeds will go to her surviving children.

20c. Plaintiff agrees to leave the house to his surviving children or any proceeds thereof.

20d. Defendant is to return to the Plaintiff any and all Powers of Attorneys in her possession.

20e. Defendant is to return to the Plaintiff the stock certificates on Plaintiff's Life Insurance.

20f. Plaintiff owes the Defendant Twenty Thousand ($20,000.00) Dollars. Plaintiff will have one hundred twenty (120) days to refinance his home in which to pay Defendant the lump sum. In the event the Plaintiff fails to pay the Twenty Thousand ($20,000.00) Dollars contemplated herein within one hundred twenty (120) days, he shall execute a first mortgage to the Defendant for ten (10) years at an interest rate of 7.25% per year, with monthly payments in the amount of Two Hundred thirty-one and 81/100 ($231.81), Dollars, and make all payments thereunder until the principal balance is paid, either by lump sum or pay out over time.

20g. Defendant is to retain the stock in SouthTrust Bank.

21. **COLLEGE EDUCATION FOR THE TWO (2) MINOR CHILDREN:** Both parties are to apply the United States Naval retirement money and the South Carolina Federal Credit Union accounts towards the total costs of the college costs for the two (2) minor children, and the balance owing is to be split 50/50. College costs are to include the following: tuition, room and board, books, supplies, and reasonable spending money. College of choice is limited to instate rates only and with a five (5) year cap. *(See* ¶'s *5a. and 5b.* on *page 10 of* order, *and* as *reference in* ¶ *22. of EXHIBIT A)*

22. **RELEASE OF ESTATE RIGHTS:** Each party expressly releases all rights to share in the estate of the other party, or to serve as Executor, Personal Representative, or Administrator of the estate of the

other party, or receive an elective share of the other's estate, except only as specifically provided by Will or Codicil executed after the date of this Agreement.

The Court then placed both parties under oath and questioned them regarding the agreement as stated by the Defendant's attorney. Both parties stated that they have entered into their Agreement freely, willingly, and voluntarily, and with the assistance and advice of competent counsel. That each party is satisfied with the services of their respective attorney. I find that the parties have heard all of the items in the Agreement, and that each has entered into the Agreement because it is his or her desire to do so, and not because of any threats, promises, or other duress implemented by any third party. I find that the parties' Agreement is fair and equitable, and represents the true intentions and desires of the parties. I find that each party has had full access to the financial status of the other, and has had an opportunity to review the financial declaration filed with this Court. I find that neither party is under the influence of any alcohol, drugs, or medication that would effect his or her ability to comprehend or enter into a rational decision with regard to the Agreement. I find the Agreement is well within the confines of reasonableness, and reflects the parties' full and complete Agreement. Finally, I find that each party understands that, upon this Court's approval of the Agreement, that he or she shall be mutually bound by the terms and provisions contained therein, as they would by any other lawful Court Order. Accordingly, I find that the Agreement shall be approved by this Court. Further, the Court duly inquired of Plaintiff

and Defendant to determine if any possibility of reconciliation existed.

At the conclusion of the testimony and statements of counsel concerning the parties' agreement, the Plaintiff then moved to be allowed to withdraw from the hearing. Plaintiff's motion was so granted. Defendant then presented evidence in support of her prayer for divorce on the grounds of a one (1) years continuous separation without cohabitation. The Defendant requested to resume the use of her maiden name of Kirkland. This Court also accepted testimony from Mary Ann Kirkland, who corroborated the parties' separation in excess of one (1) year.

BASED UPON the pleadings, testimony, and evidence before the Court, I make the following findings of salient fact and conclusions of law:

A. Plaintiff is a citizen and resident of the County of Berkeley, South Carolina; and has been for more than one (1) year prior to the commencement of this action; the Defendant is currently residing in the State of Florida, and the parties last resided together as husband and wife in the County of Berkeley;

B. The parties hereto are husband and wife having been married by a Notary Public, which was not recognized by The Church, on December 7, 1979; in Gainesville, County of Alachua, State of Florida, and of this marriage two (2) children were born, to wit: [redacted] born [redacted] and [redacted], born [redacted], and no further children are expected;

C. That the Court has jurisdiction over the parties and the subject matter of this action;

D. That unfortunate disputes, and mutual irreconcilable differences have heretofore arisen between the parties, causing the parties to separate on or about April 15, 1995, the parties living separate and apart, continuously, without cohabitation or marital relations since that time. The parties last lived together as husband and wife in Berkeley County, South Carolina.

E. That the Defendant, and her corroborating witness, have presented sufficient testimony and evidence so as to convince this Court that the Defendant is entitled to a divorce, *a vinculo matrimonii,* from the Plaintiff on the statutory grounds of one (1) year continuous separation without cohabitation;

F. That the Defendant has requested to resume the use of her maiden name of Laura Kirkland to which the Plaintiff does not object, and the Court is disposed to granting such request; and

G. That the Agreement entered into by and between the parties is fair and reasonable and just, and that it is in the best interest of both parties to have said Agreement adopted by the Court as a Final Order resolving all issues arising out of the marriage.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

(1) That the bonds of matrimony heretofore existing

between the Plaintiff and the Defendant are hereby dissolved wholly and forever;

(2) That the Plaintiff is hereby granted a divorce, *a vinculo matrimonii,* from the Defendant on the statutory grounds of one (1) year continuous separation without cohabitation;

(3) That the Defendant shall be permitted to resume the use of her maiden name and shall henceforth be known as Laura Kirkland; and

(4) That the foregoing agreement reached by and between the parties as set forth hereinabove in paragraphs 1. through 23., is inclusive, is confirmed by this Court in its entirety, repeated herein as if set forth verbatim, and is hereby made the Order of this Court, and each of the parties is ordered and enjoined to comply with said Agreement.

AND IT IS SO ORDERED!

/s/
JUDGE ROBERT R. MALLARD
FAMILY COURT NINTH JUDICIAL CIRCUIT

Moncks Corner, South Carolina
Dated: May 29, 1997

FAILURE TO COMPLY WITH THE TERMS OF THIS ORDER MAY CONSTITUTE CONTEMPT OF COURT AND MAY BE PUNISHABLE BY A FINE, A PUBLIC WORK SENTENCE, OR BY IMPRISONMENT IN *A* LOCAL CORRECTIONAL FACILITY OR ANY

COMBINATION THEREOF, IN THE DISCRETION OF THE COURT, BUT NOT TO EXCEED IMPRISONMENT IN A LOCAL CORRECTIONAL FACILITY FOR ONE YEAR, A FINE OF ONE THOUSAND FIVE HUNDRED ($1500.00) DOLLARS, A PUBLIC WORK SENTENCE NOT TO EXCEED THREE (300) HOURS, OR ANY COMBINATION THEREOF *AS* PROVIDED BY S .C. CODE ANN. §20-7-1350 (1976) (as amended).

EXHIBIT A

MANUELLIAN V. MANUELLIAN SETTLEMENT
REGARDING CHILDREN

1. Jojnt custody with primary custody to Mrs. Manuellian secondary custody to Mr. Manuellian as follows:

a. from December 1996 until Mr. Manuellian retires in July 1997:

(1) one long weekend each school month to coincide with the long weekend from school for the boys (calendar of both the school to be provided by Mrs. Manuellian and Mr. Manuellian with his calendar to be provided by himself. Mrs. Manuellian will transport the boys to the house in Ladson

(2) an alternating weekend when Mr. Manuellian will travel to Florida

b. after retirement in July 1997, every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 Exit with the halfway point to be at 2A in Kingsland Georgia. p.m. Mrs. Manuellian is to provide me with the gas station name there.

c. alternating holidays as follows:

(1) Easter including the week of Spring Break from the day school is out at 6:00 until the Sunday before school resumes at 6:00 p.m.

1997 and all odd years to Mr. M.

1998 and all even years to Mrs. M.

(2) Thanksgiving being the day school is out at 6:00 p.m. until the Sunday before school resumes at 6:00 p.m

1997 and all odd years to Mrs. M.

1998 and all even years to Mr. M.

(3) Christmas Week 1 being the day school is out at 5:00 p.m. until the December 26 at 9:00 a.m.

1997 and all odd years to Mr. M.

1998 and all even years to Mrs. M.

(4) Christmas Week 2 being December 26 at 9:00 a.m. until New Year's Day at 6:00 p.m.

1997 and all odd years to Mrs. M.

1998 and all even years to Mr. M.

d. six weeks during the summer being the last Sunday in June at 6:00 p.m. until the second Sunday in August at 6:00 p.m. to Mr. M. each and every year..

2. alternate weekend visitation is suspended during the summer months in order to allow both parties

uninterrupted time with the children during the summer.

3. Holiday periods take precedence over the standard weekend visitation without interrupting the calendar visitation. Which means that if Christmas Day were to fall on Sunday, and it was Mrs. M. weekend, but Mr. M's Christmas, then Mr. M. would have Christmas, but there would be no change on the calendar for the weekend missed by Mrs. M.

4. Although we did not discuss same, Mother's Day always belongs to Mrs. M. and if it is Mr. M's weekend, then Mr. M would return the children tn Mrs. M at 9:00 a.m. on Mother's Day at the designated drop off. Mr. M would always have Father's Day and because weekend visitation is suspended during the summer, then he would have the option to have the boys from 9:00 a.m. until 6:00 p.m. on that Sunday in Florida.

5. THE DESIGNATED PICK UP AND DROP OFF REMAIN FOR EACH PERIOD OF VISITATION, MEANING THAT ONCE MR. M RETIRES, THE PICK UP AND DROP OFF WILL OCCUR AT THE DESIGNATED PLACE IN GEORGIA. UNTIL THAT TIME, ON THE LONG WEEKEND VISITS, MRS. M. WILL DELIVER THE CHILDREN TO THE HOME IN LADSON. THE PICK UP AND DROP OFF FOR THE SHORT ALTERNATE WEEKEND IN FLORIDA SHALL BE AT THE SAME PLACE THAT IT HAS BEEN DURING THE PENDENCY OF THIS ACTION.

6. Mr. M. due to his schedule specifically waives anytime during the month of December 1996 due to his

work with the Navy. Mr. M's first available time to visit with the children is mid January.

7. ANY VISITATION PERIOD NOT EXERCISED IS LOST AND THERE SHALL BE NO MAKEUP.

8. Mr. M shall have imput into the health, education and welfare of the children. If after discussion the parties cannot agree on say an orthodontist or the orthodontic treatment for Eric, then the Guardian ad litem shall be the tie breaker. Generally, all medical treatment and dental treatment shall be followed as provided by the treater.

9. Mr. M shall have full access to all school & medical records of the children. Mrs. M shall provide these to Mr. M upon receipt by certified mail.

10. The parties shall have telephone contact with the children while they are in the custodial presence of the other on each and every Wednesday at 7:00 p.m. and on each and every Sunday at 7:00 p.m. If the children are unavailable due to activities, then the parent who has the children shall immediately notify the other of the children's whereabouts, and when the call may take place.

11. Any travel planned while the children are with a parent shall be given over to the other parent, including where the travel is taking them, the actual location of where they will be staying as well as a telephone number. This applies for travel as short as 24 hours in duration.

12. Child support shall be paid pursuant to the South Carolina Department of Social Services Guidelines. Mr. M. shall be given a break of one-half the amount due for the month of July each and every year since he will have the children during that month.

13. All health, dental and medical needs of the boys shall be paid as follows:

> Mrs. M. shall be responsible for the first $ 250.00 deductible for each child each year. After that, the amounts uncovered shall be split pursuant to the South Carolina Guidelines percentages. Mrs. Mshall submit uncovered expenses within 30 days of receiving notice that Champus has paid, and Mr. M. shall reimburse same within 30 days of the receipt of same.

14. Mr. M is to provide all necessary documentation to maintain the children's medical and dental benefits through the military for as long as they remain eligible. Mrs. M is to use a Champus eligible provider whenever same is available.

15. Child support is to be recalculated. using both parties current incomes. Once Mr. M retires and becomes employed, the parties shall provide the Guardian ad Litem with their respective incomes so that child support may be recalculated and a supplemental order prepared by the Guardian to provide for same. Absent issues of voluntary underemployment or unemployment, the calculations shall be submitted in the form of a supplemental order for enforcement through the Family Court.

16. Both parties shall provide to the other their telephone numbers and addresses at all times to allow the parties to comply with the provisions of this Order.

17. Both parties shall be enjoined and restrained from having persons of the opposite sex unrelated by blood or marriage, or any paramour in the presence of the minor children on an overnight basis.

18. Both parties shall be enjoined and restrained and shall prevent third parties with them from speaking in a derogatory manner about the other in the presence of or the earshot of the minor children.

19. Both parties and their families shall encourage the children to have a loving relationship with the other, and shall not encourage secrets, lies, deceit or spying by the children towards the other.

20. The children shall continue in their respective activities, and both parties shall encourage the children to remain involved in same, ie Scouts, soccer, etc.

21. Upon Mr. M's retirement, the portion to Mrs. M. shall be paid into an individual savings account 1/2 each to the children, until such time as they are emancipated or complete college. Mrs. M shall be allowed to invade the accounts for the minor children for clothing and supplies 4 times a year and shall provide copies of the receipt to Mr. M. No other withdrawals shall be made absent joint written consent by the parties.

As each child obtains emancipation or completes college, then the account held for said child shall be turned over to the child, and the portion that would have gone to that child, shall be paid over to Mrs. M. so that after Eric reaches 18 or completes college, she shall receive the retirment portion that is due to her under equitable distribution laws of South Carolina.

These accounts shall be opened in accordance with the Uniform Gift to Minor‘s Act. Mr. M. shall bear the tax burden of the division until such time as Mrs. M begins receiving any portion of the retirement directly.

22. There exists an account in each child‘s name, Rob's along with his mother and Eric's along with his father, at South Carolina Federal. These accounts are for the children and may not be drawn upon without the express written consent of each party except as the children obtain college age and attend college. If the children do not attend college, then the accounts may not be drawn on without both parents written consent until the children turn 25 at which time the children become the sole owners of said accounts.

23. Mr. M shall continue to maintain his life insurance policy with The Equitable with the children as beneficiaries or as the receivers of said funds for their benefit.

24. The Guardian ad Litem shall remain involved in this case until such time as she is formally relieved by the Court. All fees and expenses of the Guardian shall be paid one-half each by the parties, and shall be paid within thirty (30) days of the billing by the Guardian

ad Litem.

25. The Berkeley County Family Court, South Carolina shall retain jurisdiction over all matters relating tn the minor children of this action.