

COPY

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

Peggy M. Eckstrom,)
)
Plaintiff,)
)
vs.)
)
Richard A. Eckstrom,)
)
Defendant.)

IN THE FAMILY COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT

Case #2011-DR-32-0290

TEMPORARY ORDER

Date of Hearing: April 1, 2011
Presiding Judge: Deborah Neese
Plaintiff's Attorney: Richard J. Breibart
Defendant's Attorney: Ken H. Lester
Court Reporter: Wendy Wise Derrick

FILED
2011 APR 11 11:15 AM
BETH A. CARLISLE
CLERK OF COURT
LEXINGTON SC

This matter was initiated by the filing of a Family Court Coversheet, Summons and Verified Complaint on February 8, 2011. Plaintiff filed a Notice of Motion and Motion for Temporary Relief on the March 9, 2011. Defendant filed an Answer and Counterclaim on April 1, 2011.

Present at the hearing were Plaintiff and her attorneys, Richard J. Breibart, Esquire and Nancy T. Jordan, Esquire. The Defendant was present with his attorney Ken H. Lester, Esquire.

NOW, THEREFORE, based upon a review of the pleadings, the affidavits of the parties', Financial Declarations and arguments of Counsel, this Court makes the following findings of fact and conclusions of law:

1. Plaintiff is a citizen and resident of the County of Lexington, State of South Carolina and has been for more than one (1) year immediately prior to the commencement of this action.

2. Plaintiff and Defendant were married on May 30, 1970. The children of the marriage are emancipated.
3. Plaintiff and Defendant separated in March 2008.
4. Jurisdiction and venue are proper in Lexington County.
5. Plaintiff shall have sole temporary use and possession of the former marital residence (109 Crosscreek Drive, Columbia, SC) free from interference by Defendant.
6. Defendant shall be responsible for the monthly mortgage, taxes and insurance at the former marital residence and shall pay the mortgage payment in a timely manner each and every month beginning April 2011.
7. Defendant shall be responsible for all the utilities at the former marital residence and shall pay each utility bill in a timely manner each and every month beginning April 2011. Utilities shall include the electric, water, sewer, garbage, cable, internet, and home phone bills.
8. Defendant shall pay temporary spousal support directly to Plaintiff in the amount of Three Thousand Dollars (\$3,000.00) per month beginning April 5, 2011 and continuing on the 5th day of every month thereafter until further order of this Court.
9. In the event Defendant is ever more than Five (5) days late with any single support payment, Plaintiff may file an affidavit with the Lexington County Clerk of Court; and thereafter, Defendant shall pay all support through the Clerk of Court with the additional administrative fee (currently 5%).
10. Defendant shall maintain health insurance coverage for Plaintiff through his State of South Carolina health insurance plan until further order of this Court so long as coverage is available through his employer.



11. Defendant shall obtain dental-plus insurance coverage for Plaintiff through his State of South Carolina dental insurance plan ^{as soon as possible but no later than} during the next open enrollment period in (RD) October 2011. Defendant shall maintain such coverage until further order of this Court so long as coverage is available through his employer.

12. Upon notice from Plaintiff, Defendant shall immediately deposit with Plaintiff's oral surgeon Fifty Percent (50%) of the costs for Plaintiff's upcoming oral surgery expected to be approximately Five Thousand Five Hundred Dollars (\$5,500.00).

13. Upon completion of Plaintiff's oral surgery and notice from Plaintiff, Defendant shall pay the balance of Plaintiff's oral surgery within Thirty (30) days of receipt of a bill which is expected to be approximately Five Thousand Five Hundred Dollars (\$5,500.00).

14. Defendant shall pay Fifty Percent (50%) of all additional uncovered and unreimbursed health care bills incurred by Plaintiff. Plaintiff shall provide Defendant a copy of any bill or receipt for uncovered/unreimbursed health care and payment to the provider or reimbursement to Plaintiff shall be made within Thirty (30) days of presentment.

15. Plaintiff shall keep sole temporary use and possession of the vehicle currently in her possession and shall be responsible for the expenses related to ownership.

16. Both parties shall maintain the status quo for beneficiaries on all life insurance policies and employment benefits during the pendency of this action.

17. In an effort to level the playing field and allow Plaintiff to adequately prosecute this action, Defendant shall pay Thirty Thousand Dollars (\$30,000.00) directly to The Law Office of Richard J. Breibart for attorneys fees, private investigator fees, costs and suit money within Fourteen (14) days of the date this Order is served on Defendant.

18. Both parties shall be restrained from selling, encumbering, damaging, dissipating, destroying or taking any action to decrease the value of any asset in which either party claims a marital interest. This restraining order does not apply to Defendant liquidating a marital asset or obtaining a lien against a marital asset to pay the Court Ordered attorneys fees of \$30,000.00 and/or the Court Ordered amount for Plaintiff's oral surgery.

19. In the event Defendant liquidates a marital asset or obtains a lien against a marital asset, he shall provide documentation and verification of the source of funds to Plaintiff within Five (5) days.

20. Both parties, through counsel, shall submit their initial discovery request to the opposing party within Sixty (60) days of the date of this Order.

21. Robert E. Newton is named as the mediator for this matter and Defendant, through his attorney, has waived any potential conflict of Robert E. Newton serving as a mediator.

22. Both parties shall be restrained from incurring any debt in the other party's name during the pendency of this action, except as provided in paragraph 18 and 19 above.

23. Both parties shall be restrained from harassing, bothering, or interfering with the other. Both parties shall be restrained from passing messages to the other through any 3rd party individual.

24. This Order is issued without prejudice to either party.

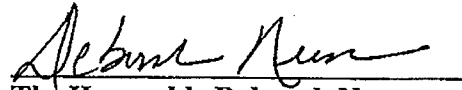
25. This Order is enforceable by the contempt powers for the State of South Carolina.



Eckstrom v Eckstrom

11-Dc-32-2290

AND IT IS SO ORDERED.



The Honorable Deborah Neese
Family Court Judge

Columbia, South Carolina
April *6*, 2010