

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
SIERRA FRANCIS, AS THE SPECIAL)
ADMINISTRATOR FOR THE ESTATE OF)
MICA ACACIA MILLER,)
Plaintiff,)
v.)
JOHN-PAUL MILLER and SOLID ROCK)
MINISTRIES, INC., d/b/a SOLID ROCK)
CHURCH AT MARKET COMMON, a/k/a)
SOLID ROCK @ MARKET COMMON,)
and a/k/a SOLID ROCK CHURCH,)
Defendants.)

IN THE FAMILY COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT

TEMPORARY CONSENT ORDER
(*Not Ending Action*)

FILE NO.: 2024-DR-26-00860

2024 JUN - 5 P 2:01
RENEE NELVIS
CLERK OF COURT
HORRY COUNTY, SC
FILED
HORRY COUNTY

PLAINTIFF'S ATTORNEY:

Regina B. Ward

HEARING DATE:

June 5, 2024

DEFENDANT MILLER'S ATTORNEYS:

Brana Williams; Ryan Stampfle; & Joi Page

PRESIDING JUDGE:

Honorable Jan Bromell-Holmes

DEFENDANT SOLID ROCK'S ATTORNEY:

No Appearance Filed

COURT REPORTER:

N/A

THIS MATTER WAS SCHEDULED before this Court pursuant to Plaintiff filing a Summons and Complaint, Notice of Motion and Motion for Temporary Relief, wherein Plaintiff sought, *inter alia*, an Order, pendente lite, relating to the issues of the possession of certain marital property, support, attorney fees, and restraining orders. Defendant Miller was personally served the pleadings and Notice of Hearing on April 25, 2024, as evidenced by the Affidavit of Personal Service on file. On April 27, 2024, the Plaintiff, Mica Miller, passed away and on May 3, 2024, the Probate Court issued an Order appointing Sierra Francis as the Special Administrator for the Estate of Mica Miller. Following her appointment, Plaintiff filed and personally served Defendant Miller on May 6, 2024, a Supplemental Complaint to add Defendant Solid Rock Ministries, Inc,

as a third-party defendant. After adding Solid Rock Ministries, Inc., Plaintiff filed an Amended Complaint and Amended Motion for Temporary Relief, wherein Plaintiff Special Administrator seeks, *inter alia*, possession of certain personal marital property, restraining orders, attorney fees and costs. On May 7, 2024, Defendant Miller was personally served the amended pleadings and Defendant Solid Rock Ministries, Inc. was personally served the amended pleadings on the same day through its Registered Agent, John-Paul Miller.

Prior to the call of the case, the attorneys informed the Court that the parties had reached an agreement settling some of the issues between them on a temporary basis and seek the Court's approval of that agreement by way of this Temporary Consent Order.

FINDINGS OF FACT

1. At the time of filing this action, Plaintiff Mica Acacia Miller (Decedent), had been a citizen and resident of Horry County, South Carolina, for three (3) or more months prior to the commencement of this action.
2. While this action was pending, Plaintiff Mica Miller passed away on April 27, 2024.
3. Plaintiff Sierra Francis is the duly appointed Special Administrator and properly substituted as the Plaintiff on behalf of the Estate of Mica Acacia Miller.
4. Defendant John-Paul Miller is a citizen and resident of Horry County, South Carolina.
5. Defendant Solid Rock Ministries, Inc. is a church organization existing and formed under the laws of the State of South Carolina and upon information and belief holds marital property in its name.

6. Mica Acacia Miller and Defendant John-Paul Miller were married on November 7, 2017, in Horry County, South Carolina and last resided together as husband and wife in Horry County, South Carolina.

7. Of said marriage, no children have been born and no children are expected.

8. As a result of unfortunate circumstances and irreconcilable differences, Plaintiff Mica Miller and Defendant John-Paul Miller separated on or about February 6, 2024, and have lived continuously separate and apart since that time.

9. Pursuant to §§20-3-30, 20-3-50, and 20-3-60 of the *Code of Laws of South Carolina*, this Court has subject matter jurisdiction and personal jurisdiction over the parties and Horry County is the proper venue for this action.

10. I find that the parties have reached the following temporary agreement:

AGREEMENT

a) **Property in Possession of Police:** The parties agree that all personal property taken into custody and/or evidence, as a result of the death investigation of Mica Acacia Miller, by the North Carolina Robeson County Sheriff's Department and/or any other investigative authorities, that when the investigative authorities are ready to release the property, that all such property shall be released to Plaintiff's attorney, Regina B. Ward, including cell phones, electronic items, Mica Miller's purse and its contents, her clothing, all personal property within the vehicle, and any other property collected and stored by any investigative authority, Plaintiff's attorney, Regina B. Ward, will retain possession of the foregoing items until further agreement of the parties or by court order. The parties agree that the investigative authorities shall not release the personal property to anyone other than

Plaintiff's attorney as stated above. However, the parties have agreed that the black 2016 Honda Civic vehicle will be released Dianna Niosi.

- b) **Vehicles:** The parties agree that Dianna Niosi is a co-signer and co-owner of the black 2016 Honda Civic vehicle last driven by Mica Miller and that Ms. Niosi shall have possession and ownership of the vehicle and she will be responsible for the payments and all costs associated with said ownership. The vehicle was taken into the custody and/or care of the North Carolina Robeson County Sheriff's Department, or by an agency on its behalf. The parties agree the vehicle shall be released to Dianna Niosi, at such time as the investigative authorities have completed their investigation and are ready to release the vehicle. Defendant John-Paul Miller will have temporary use and possession of the white 2019 Honda Accord LX vehicle and he shall be responsible for the payments, insurance, and all costs associated.
- c) **Restraining Order as to Assets:** Except as otherwise stated herein, as to assets, the parties shall be mutually restrained from selling, injuring, damaging, destroying, alienating, exchanging, trading, encumbering, collateralizing or otherwise liquidating or disposing of any marital property or what may be considered marital property, in any manner whatsoever, until a final order on the merits is issued in this case, or until the parties otherwise agree in writing through counsel.
- d) **Restraining Order as to Debts:** The parties shall be mutually restrained from incurring any bills or obligations for services, property, or any other matter in the other spouse's name. Further, for the protection of the marital estate, Defendant shall be temporarily responsible for paying all marital debts whether in his sole name or jointly held, which such payments may be reallocated as the parties agree or by court order at the merits hearing.

e) **Restraining Order for Protection of Persons:**

- 1) The parties shall be mutually restrained from directly contacting the other, including through a non-attorney third party, or through any other means, including electronic means and social media and each shall be required to direct all forms of communication between the parties through their respective attorneys.
- 2) The parties shall be mutually restrained from coming about each other's residence and place of employment and specifically Defendant shall be restrained from going about the residences and places of employment of Mica Miller's immediate family members, which include her siblings and parents. The parties and Mica Miller's immediate family shall be mutually required to immediately leave any place she or he enters which the other person is already present upon entering.
- 3) The parties shall be mutually restrained from threatening physical harm one to another in any manner whatsoever, including via third parties and electronic means.
- 4) The parties shall be mutually restrained from sharing or disseminating any private and/or provocative or intimate photos or videos or audios of either party with any third-party person or agency via social media, text message, or email or any other means whatsoever whether it be directly, anonymously, or indirectly by way of a third party.

f) **Discovery:** Pursuant to the SC Rules of Civil Procedure, the parties are permitted to engage in discovery. The parties agree to complete discovery within ninety (90) days of the filing of this order. The parties reserve the right to extend this deadline for good cause shown but only by mutual agreement or an order of the court.

g) **Remaining Issues:** The remaining issues shall be held in abeyance.

END OF AGREEMENT

11. Based on the signatures below, I find that the agreement was entered into freely and voluntarily and through negotiations and with the advice of the respective attorneys. Further, that the temporary agreement is fair and reasonable to the parties under the circumstances.

12. I find that no attorney has appeared on behalf of the Defendant Church and as such this order shall be entered without prejudice to the Defendant Church. If the Defendant Church objects to any term of this order, then its attorney shall file the appropriate motion within ten (10) days of service of this Order. Otherwise, the Defendant Church shall be bound by the terms of this Order.

13. I find that it is in the best interests of all parties that this court shall retain jurisdiction over this matter and shall preside over all future proceedings, hearings, and the trial on the merits.

CONCLUSIONS OF LAW

Based upon the above-stated Findings of Fact, the Court makes the following Conclusions of Law:

1. I conclude this Court has jurisdiction over the parties and the subject matter of this

action pursuant to S.C. Code Ann. §20-3-50 and further conclude this is the proper venue, pursuant to S.C. Code Ann. §20-3-60 (1976, as amended);

2. I conclude this Court has authority to approve agreements between the parties, pursuant to S.C. Code Ann. §§ 20-3-130(G), (1976, as amended) and 63-3-510 *et al*; and

3. I conclude this Court has the authority to issue this Temporary Order pursuant to Rule 21 of the *South Carolina Rules of Family Court*.

ORDER OF THE COURT

BASED UPON THE ABOVE-STATED FINDINGS OF FACTS AND CONCLUSIONS OF LAW, IT IS ORDERED THAT THE AGREEMENT OF THE PARTIES AS SET FORTH ABOVE IS APPROVED AND IS THE ORDER OF THIS COURT.

AND IT IS SO ORDERED, THIS 5th DAY OF June, 2024.

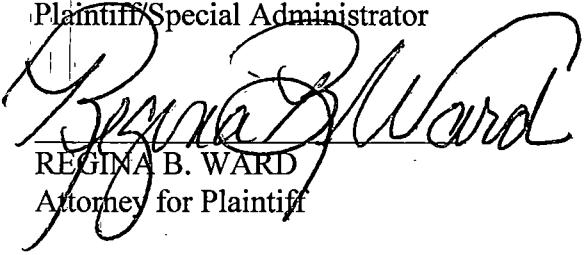
Jan B. Bromell Holmes
JAN BROMELL-HOLMES
Presiding Family Court Judge
Fifteenth Judicial Circuit

A WILLFUL VIOLATION OF THIS ORDER MAY BE CONSIDERED CONTEMPT OF COURT AND MAY BE PUNISHABLE PURSUANT TO S.C. CODE ANN. §63-3-620 AND MAY RESULT IN A PUNISHMENT AND SANCTIONS OF A FINE UP TO \$1,500.00, PUBLIC SERVICE WORK OF UP TO 300 HOURS, OR IMPRISONMENT IN THE COUNTY DETENTION CENTER NOT TO EXCEED ONE (1) YEAR, OR ANY COMBINATION OF THOSE SANCTIONS.

WE SO CONSENT:

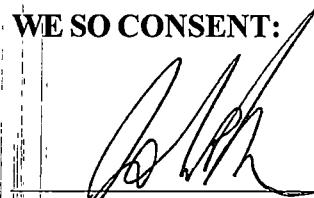

SIERRA FRANCIS

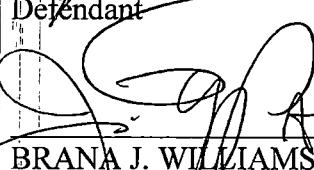
Plaintiff/Special Administrator


REGINA B. WARD

Attorney for Plaintiff

WE SO CONSENT:


JOHN-PAUL MILLER
Defendant


BRANA J. WILLIAMS
RYAN A. STAMPFLE
JOI Y. PAGE
Attorneys for Defendant Miller



