

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ROBERT MATTHEWS, JR.,

Plaintiff,

vs.

TIFFANY R. MATTHEWS,

Defendant.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO.: 2019-CP-10-02606

**ORDER ON DEFENDANT’S MOTION
TO ENFORCE SETTLEMENT
AGREEMENT [Rule 43(k)]**

RECEIVED

Nov 20 2025

SC Court of Appeals

Date of Hearing: September 3, 2025
Presiding Judge: Mikell R. Scarborough
Plaintiff’s Attorney: Stephan V. Futeral
Defendant’s Attorneys: Paul E. Tinkler & Paul W. Bradley
Court Reporter: Josie Boehm

THIS MATTER CAME BEFORE ME pursuant to Defendant’s Motion to Enforce Settlement Agreement [Rule 43(k)] filed on May 1, 2025. Present at the hearing were Plaintiff’s counsel, Stephan V. Futeral, and Defendant with her counsel, Paul E. Tinkler & Paul W. Bradley.

PROCEDURAL HISTORY

The parties divorced in 2011 in Robert Matthews vs. Tiffany Matthews, 2011-DR-10-0924 (hereinafter the “2011 Divorce Decree”). The 2011 Divorce Decree provides for Defendant’s and Plaintiff’s *pro rata* payment of college expenses.

On May 16, 2019, Plaintiff filed a lawsuit in Robert Matthews vs. Tiffany Matthews, 2019-CP-10-2606 (hereinafter the “2019 Civil Lawsuit”), regarding the enforceability of a contract entered into by the parties approximately seven (7) years after their divorce. Additionally, on May 17, 2019, Plaintiff again filed suit in family court in Robert Matthews vs. Tiffany Matthews, 2019-DR-10-1723, wherein Plaintiff sought, among other things, a modification of custody (hereinafter the “2019 Modification Action”).

On February 3, 2022, the parties reached a settlement of the 2019 Civil Lawsuit and the 2019 Modification Action, which they published on the record. On February 7, 2022, this Court filed a Form 4 Order providing that the parties' settlement agreement in the 2019 Civil Lawsuit was placed on the record pursuant to Rule 43(k), SCRCPP. Thereafter, pursuant to the parties' settlement agreement, on February 22, 2022, Plaintiff dismissed the 2019 Modification Action with prejudice.

However, on March 22, 2022, in the 2011-DR-10-0924 case, Plaintiff filed a Rule to Show Cause regarding Defendant's failure to pay her *pro rata* share of college expenses pursuant to the 2011 Divorce Decree. Due to defective pleading, on March 21, 2023, the family court filed an order dismissing the Rule to Show Cause without prejudice.

On January 18, 2023, Plaintiff refiled his Rule to Show Cause against Defendant. On January 6, 2025, the Rule to Show Cause was tried before the family court. By Order of January 21, 2025, the family court held Defendant in contempt and, among other things, ordered Defendant to pay Plaintiff \$34,863.10 for her *pro rata* share of the college expenses and to pay Plaintiff compensatory damages in the amount of \$66,335.59, for a total award of \$101,198.69.

On February 6, 2025, Defendant filed a Motion to Alter or Amend or for New Trial Pursuant to SCRCPP 59 and 60. On March 5, 2025, the family court denied Defendant's motion.

On April 2, 2025, Defendant filed a Notice of Appeal in the appellate court, Case No. 2025-000643 (hereinafter the "2025 Appellate Action"), from the January 21, 2025, Order Holding Defendant in Civil Contempt in family court and the March 5, 2025 Order denying the Defendant's Motion to Alter or Amend or for New Trial Pursuant to SCRCPP 59 and 60.

Subsequently, on May 1, 2025, Defendant filed a Motion to Confirm or Grant Automatic Stay in the family court (in the underlying action). Also on May 1, 2025, Defendant filed this Motion to Enforce Settlement Agreement pursuant to Rule 43(k), SCRCPC in the 2019 Civil Lawsuit.

On May 12, 2025, the presiding judge of the family court issued an order recusing himself and referred the matter to the chief administrative judge for scheduling Defendant's supersedeas motion. On June 13, 2025, Defendant filed a Motion to Confirm Automatic Stay or Petition for Supersedeas in the 2025 Appellate Action.

On June 25, 2025, the Court of Appeals granted Defendant a temporary stay of the orders on appeal. It remanded the case to the family court for an expedited hearing on Defendant's motion to stay, including Plaintiff's request for a bond or undertaking should a stay be granted.

FACTS

The parties divorced in 2011. The parties' 2011 Divorce Decree approved their agreement regarding child support, including responsibility for their children's college expenses, and custody arrangements. The parties agreed to share their children's college expenses (including tuition, room and board, books, computers, and all necessary fees) on a *pro rata* basis.

After the parties divorced, they purchased a property together. On December 26, 2018, they signed an agreement dealing with the disposition of that property. On May 16, 2019, Plaintiff filed the 2019 Civil Lawsuit, wherein the Plaintiff sought an order declaring the Property Contract void and unenforceable, due to lack of mutual consideration. Plaintiff also sought actual, incidental, and consequential damages.

On May 17, 2019, the following day, Plaintiff filed the 2019 Modification Action seeking, among other things, custody of the parties' children.

At the hearing on the 2019 Civil Lawsuit on February 3, 2022, Plaintiff and Defendant reached a settlement of the 2019 Civil Lawsuit and the 2019 Modification Action that the parties published on the record. Specifically, the terms of the settlement agreement were documented in a transcript, which is filed with the court and incorporated by reference. Defendant's lawyer related:

MS. JOHNSTON: Thank you, Your Honor. Your Honor, the first thing, the Family Court -- the parties agreed that the Family Court case will be dismissed with prejudice. That means the attorneys' fees, claims on both sides will be dismissed. Obviously, Your Honor cannot dismiss a Family Court case, but Mr. Futeral, as an officer of the Court, will assert that he will be in charge of providing that order to counsel in having it dismissed.

MR. FUTERAL: It will be done, Your Honor.

* * *

MS. JOHNSTON: I'm going to start over. How about that?

MR. FUTERAL: All right. Please do.

THE COURT: All right.

MS. JOHNSTON: The Family Court case is going to be dismissed.

At that time, the only pending family court case was the 2019 Modification Action.

On page 15 of the transcript of the settlement hearing, Ms. Johnston said: "As to the closing itself, Mr. Matthews will get \$125,000 period. There's not going to be a reimbursement for anything." There was no mention of an outstanding "college support" issue by Plaintiff or his counsel.

On February 7, 2022, this Court filed a Form 4 Order providing that the parties' settlement agreement in the 2019 Civil Lawsuit was placed on the record pursuant to Rule 43(k), SCRPC. Per the parties' agreement, on February 22, 2022, the parties entered a consent order dismissing with prejudice the 2019 Modification Action.

The following month, on March 22, 2022, Plaintiff brought a Rule to Show Cause regarding Defendant's failure to contribute towards college expenses pursuant to the parties' 2011 Divorce Decree. Plaintiff sought a finding of contempt, reimbursement of \$34,863.10 and attorneys' fees and costs. After several continuances, the family court heard the Rule to Show Cause on January 6, 2025.

Defendant was represented by counsel initially during the pendency of the contempt proceedings. In August 2022, Defendant's counsel contacted this Court by email, seeking a formal order documenting the parties' agreement. Given the existence of a transcript of the proceeding with enforcement possible pursuant to Rule 43(k) and the pendency of the contempt action in family court, the Court declined to issue an order based on what was presented in the email. Neither party filed a motion with the Court to clarify or enforce the terms of the settlement until this motion was filed on May 1, 2025.

On January 6, 2025, Defendant appeared *pro se* at a hearing on the issue of contempt. The family court judge held that Plaintiff proved that Defendant failed to comply with the 2011 Divorce Decree requiring her to pay her *pro rata* share of their son's college expenses. Accordingly, the family court held Defendant in willful contempt and ordered her to pay Plaintiff \$34,863.10 for her *pro rata* share of the college expenses and pay compensatory damages in the amount of \$66,335.59 for a total award of \$101,198.69. Defendant was sentenced to one hundred and twenty (120) days in jail. After being incarcerated for four days, she was released after Plaintiff made arrangements with Defendant's mother to pay \$10,000 of the \$20,000 sum the judge had directed to obtain a release.

Defendant has appealed that Order. She has provided to this Court the briefs that have been filed in the Court of Appeals by both parties. She has raised substantial issues on her appeal.

The central issue she has presented to this court is whether the “college support” issue was or was not settled in this Court on February 3, 2022, and further that this Court has exclusive subject matter jurisdiction to determine that issue.

This Court was surprised there was another (4th) action filed by the Plaintiff against the Defendant **the month following** their announcement and entry of a settlement before this Court. Though the issue of “college support” was never explicitly discussed in this Court, this Court confirmed the parties were done with litigation. The Court congratulated them on entering into a “contract for freedom” and for getting on with their lives. It is understandable that Defendant believed the same thing. When Ms. Johnston said: “As to the closing itself, Mr. Matthews will get \$125,000 period. There’s not going to be a reimbursement for anything,” this Court believes Defendant’s counsel thought that as well.

Though the issue Defendant presents is jurisdictional, the heart of the matter is justice. That’s why this Court – a court of equity – exists. This Court is bothered by what has transpired here. However, given the procedural posture of this case, the authority of this Court to act at this time is questionable.

RULING

Defendant asserts that this Court has exclusive subject matter jurisdiction to determine the intent of the agreement placed on the record on February 3, 2022. However, since this issue has been presented to this Court only after the family court has made a decision and the issue of jurisdiction as well as other issues are on appeal, this Court declines to exercise jurisdiction under these unique circumstances.

This Court does not have jurisdiction or authority to challenge or confirm another court’s order, especially when it is on appeal. “There is a long-standing rule in this State that one judge...

cannot overrule another.” Charleston Cnty. Dep’t of Soc. Servs. v. Father, Stepmother, & Mother, 317 S.C. 283, 288, 454 S.E.2d 307 (1994); Enoree Baptist Church v. Fletcher, 287 S.C. 602, 604, 340 S.E.2d 546, 547 (1986) (wherein the court wrote that “one Circuit Court does not have the authority to set aside the order of another.”). Moreover, since Defendant has appealed from the family court’s order holding her in contempt and has petitioned the Court of Appeals for supersedeas, this Court holds that, pursuant to Rule 241(a), SCACR, the authority to stay, overturn, or confirm the family court’s contempt order rests solely with the appellate court. Accordingly, Defendant’s Motion to Enforce Settlement Agreement pursuant to Rule 43(k), SCRCF is denied.

During the proceedings, Plaintiff presented an oral motion under Rule 11, SCRCF, and S.C. Code § 15-36-10 (2024), claiming that Defendant’s motion was frivolous and seeking sanctions. This Court finds that Defendant’s motion was not frivolous. Defendant’s motion raises a legitimate issue, which now must be addressed by the Court of Appeals. Accordingly, this Court denies Plaintiff’s Motion for Sanctions.

AND IT IS SO ORDERED!

Dated: _____
Charleston, South Carolina

Mikell R. Scarborough
Master-in-Equity



Charleston Common Pleas

Case Caption: Robert Matthews Jr VS Tiffany R Matthews

Case Number: 2019CP1002606

Type: Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062