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SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

**APPEAL FROM CHARLESTON COUNTY
MASTER-IN-EQUITY**

**THE HONORABLE MIKELL R. SCARBOROUGH
CASE NO: 2025-002345**

**Robert Matthews, Jr.,
Respondent,**

-vs-

**Tiffany R. Matthews,
Appellant.**

INITIAL REPLY BRIEF

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INTRODUCTION

Respondent’s brief blurs two distinct questions: (1) which court has jurisdiction to interpret and enforce a post-divorce settlement agreement reached in a civil/Master-in-Equity case, and (2) whether the family court may enforce its 2011 decree regarding college expenses. Appellant does not dispute the latter. Appellant contends only that the former question — what the February 3, 2022, settlement intended — belongs in the forum that approved the settlement, expressly retained jurisdiction over it, and entered the dismissal order: the Master in Equity.

The Master found that he himself understood the parties’ settlement as “an end to all litigation,” and that it was “understandable” that Appellant and her counsel believed the same thing. Master’s Order filed October 11, 2025, p.6. (R.p. __.) Having reached those factual conclusions, he declined to act solely because he believed he lacked “authority” considering the family court’s later contempt order. *Id.* That legal conclusion is the error Appellant challenges. Enforcing the settlement the Master approved is not an appeal from the family court; it is the exercise of his own retained jurisdiction over a civil settlement involving non marital property and post-divorce contract rights.

ARGUMENT

I. The Master-in-Equity had subject-matter jurisdiction and expressly retained it.

Respondent argues that the family court had “exclusive jurisdiction” over all issues tangentially touching college expenses and that, therefore, the Master lacked authority to construe and enforce the 2022 settlement. That position misstates both the nature of the civil case and South Carolina’s jurisdictional framework.

The 2019 civil action involved a post-divorce contract between former spouses concerning a non-marital residence acquired years after the divorce and expressly addressing financial obligations outside the original divorce decree. That is a classic circuit-court contract dispute. *See, e.g., Bailey v. Bailey*, 330 S.C. 326, 498 S.E.2d 891 (Ct. App. 1998) (circuit court had jurisdiction over post-decree contract concerning the marital home); *Brown v. Brown*, 295 S.C. 354, 368 S.E.2d 475 (Ct. App. 1988) (family court lacks jurisdiction to adjudicate property disputes between spouses unless incident to marital status). The case was properly referred to the Master-in-Equity as a civil matter.

At the February 3, 2022, hearing, the parties announced an oral settlement on the record before the Master. He then explicitly stated that he would retain jurisdiction to resolve any “snafu” regarding that agreement. The transcript shows:

MS. JOHNSTON: [I]f we have a snafu, we would like to be able to come back to Your Honor and say we have a snafu.

THE COURT: I would take jurisdiction for that.

MR. FUTERAL: Please.

Transcript of Hearing February 3, 2022. (R.p. ___) The Master then issued a Form 4 order dismissing the civil case based on that settlement. (R.p. ___)

In the order under appeal, the Master acknowledged that he “confirmed the parties were done with litigation,” congratulated them on entering a “contract for freedom,” and found it “understandable that Defendant [Appellant] believed the same thing.” (R.p. ___) He opined that Appellant’s counsel “thought that as well.” *Id.* These findings confirm that: (1) a valid settlement was reached and approved in his courtroom, (2) he intended it to be, and understood it as, global in scope, and (3) he retained jurisdiction to address disputes about that settlement.

Having subject-matter jurisdiction over the civil contract dispute and having expressly retained jurisdiction over the settlement, the Master erred in concluding he lacked authority to enforce the agreement he approved.

II. Enforcing the settlement is not an impermissible collateral “appeal” of the family-court orders.

Respondent relies heavily on cases holding that one trial judge cannot overrule another and that a later circuit judge may not function as an appellate court over a prior order. Those principles are sound, but in this case they cut against the family court’s encroachment on the Master’s retained jurisdiction, not against the Master’s ability to enforce his own settlement. The family court judge had the transcript of the settlement before him as Exhibit 1. Rather than honor the Master-in-Equity’s jurisdiction, which had been expressly retained, he interpreted the parties’ settlement agreement entered before the Master. He concluded that not only was Appellant wrong in her belief that the settlement had been global, she was in willful contempt of court despite that her attorney and the Master in Equity both also believed that the issue of reimbursement for college tuition had been resolved. After all, the Respondent had agreed to “no reimbursement for anything” at the hearing and remained silent when he was obligated to clarify that he planned to bring a case the following month for **reimbursement** for college expenses.

The sequence matters. The 2019 civil contract action and 2019 family-court modification action were pending simultaneously. On February 3, 2022, the parties negotiated and announced a settlement in the Master’s courtroom, expressly including dismissal of the pending family-court case “with prejudice,” and the Master retained jurisdiction over the settlement. (R.p. ___) On February 7, 2022, the Master entered a Rule 43(k) Form 4 order memorializing that settlement; on February 22, 2022, the family-court modification case was dismissed with prejudice. (R.p. ___) Only after that did Respondent file a new Rule to Show Cause in the 2011 divorce case asserting

claims for college **reimbursement** allegedly preserved despite what the Master believed to be a global settlement. (R.p. __) At the time the settlement was reached and jurisdiction retained, there was no contempt order, and no family-court adjudication of the settlement's scope. The Master is not attempting to "reverse" a prior family-court ruling. The opposite is true: the family court, presented with the transcript and the Master's Form 4, proceeded to construe and effectively limit the effect of an agreement reached in another forum before another judge who had retained jurisdiction over it.

Baskin v. Walkup 445 S.C. 353, 913 S.E.2d 282 (Ct. App. 2025) illustrates the proper allocation of authority. There, the probate court had approved a settlement and later held a party in contempt for attempting to circumvent that settlement by proceedings in another court. The Court of Appeals affirmed, recognizing the originating court's authority to protect the integrity of its settlement from collateral attack. So too here: enforcing the settlement the Master approved is an exercise of his continuing jurisdiction, not an appeal from the family-court contempt order.

Appellant's position is narrow: she does not ask this Court to authorize the Master to vacate a family-court contempt order; instead, she asks the Court to hold that the Master was obligated to exercise the jurisdiction he expressly retained to interpret and enforce the February 3, 2022, settlement. Whatever preclusive effect that enforcement has on family-court proceedings is a question to be resolved through the direct family court appeal, not a reason to strip the Master of the authority he reserved.

III. Laches does not bar enforcement where the Master believed the settlement was global and Respondent actively litigated contrary to it.

Respondent urges affirmance on the ground of laches, contending that Appellant unreasonably delayed by waiting until May 1, 2025, to file her Rule 43(k) motion. That argument

ignores two key facts: (1) the Master himself understood the settlement as a global “end to litigation,” and (2) Respondent is the party who initiated and pursued new litigation contrary to that understanding.

First, the Master’s order squarely recognizes that the February 3, 2022, settlement was intended to end the parties’ litigation, not to be a partial resolution. He described it as a “contract for freedom” and conceded that he “confirmed the parties were done with litigation.” (R.p. __) When the judge who presided over the settlement and her counsel share that understanding, it is impossible to characterize Appellant’s reliance on that understanding as an “unreasonable delay.”

Second, laches requires prejudice caused by the plaintiff’s delay in asserting a right she knew she had. Respondent claims prejudice in the form of attorney’s fees incurred in the family-court Rule to Show Cause proceedings. But those fees were generated by Respondent’s own choice to re-litigate obligations he had just settled for a lump-sum payment of \$125,000 “period” with “no reimbursement for anything.” (R.p. __). To the extent the record shows extensive discovery and litigation costs, those expenditures flow from Respondent’s decision to proceed as though the 2022 settlement had not resolved his claims. Respondent himself could have presented to the Master the issue of whether the college tuition reimbursement claim survived the settlement in which Respondent to “no reimbursement for anything” in return for acceptance of a specific sum.

Furthermore, Appellant did not sit on a known right in a closed case; she raised her settlement-bar theory in her returns and arguments in the family-court proceeding itself. (R.p. __) Her later Rule 43(k) motion in the civil case did not introduce a new theory; it sought relief in the only forum with power to interpret the settlement transcript.

Under these circumstances, laches is an ill-fit. It would penalize Appellant for relying on the Master’s own understanding of the settlement while rewarding Respondent for remaining silent at the hearing on the settlement when he had the obligation to clarify that the phrase “no reimbursement for anything” did not include the claim for reimbursement he planned to make the following month in the family court. Laches is an equitable doctrine. Respondent does not have clean hands.

IV. *Res judicata* cannot deprive the Master of jurisdiction he possessed before the family-court orders and over a different claim.

Respondent also invokes *res judicata* on the ground that the family court has already rejected Appellant’s argument that the 2019 litigation and 2022 settlement encompassed college expenses. But *res judicata* presupposes that the earlier court had jurisdiction over the claim it decided. It cannot be used to retroactively extinguish jurisdiction vested in another court and expressly retained by that court.

Here, the Master approved the settlement and retained jurisdiction over its interpretation on February 3, 2022. (R.p.____) Only later did the family court, in a contempt proceeding, construe that agreement in ways inconsistent with the Master’s understanding. If Respondent’s *res judicata* theory is correct, any trial court could, simply by reaching out to interpret a settlement reached elsewhere, divest the originating court of its reserved enforcement jurisdiction. That outcome conflicts with both *Baskin* and the line of cases recognizing that one lower court cannot vacate or impair another’s orders.

Equally important: the “claims” differ. In the family court, the operative claim is contempt: whether Appellant willfully violated the 2011 decree. The Rule 43(k) motion in the civil case presents a different legal claim: whether the February 3, 2022, settlement, as understood and

approved by the Master, contractually released Respondent's reimbursement claims in exchange for the \$125,000 payment and other consideration. The same parties are involved, but the causes of action and the tribunals' powers are distinct.

Appellant's direct appeal from the family-court orders will test whether, given the settlement as properly interpreted, contempt and the fee awards can stand. This appeal concerns whether the Master may interpret and enforce the settlement at all. *Res judicata* does not prevent the originating court from doing so. Instead, if the doctrine applies at all, it applies to prevent the family court in 2025 from exercising jurisdiction over the interpretation of the 2022 settlement before the Master when the Master had expressly retained that jurisdiction.

CONCLUSION

The Master had subject-matter jurisdiction over the post-divorce contract dispute; he expressly retained jurisdiction to resolve "snafus" regarding the settlement; and he found that the settlement was intended by the parties, and understood by him, to end their litigation. He erred as a matter of law in concluding that he lacked authority to enforce that settlement simply because the family court later issued contempt orders that touched the same general subject matter.

Appellant respectfully requests that this Court:

1. Reverse the Master's order declining to exercise jurisdiction.
2. Remand with instructions that the Master interpret and enforce the February 3, 2022, settlement agreement consistent with his factual findings regarding the parties' intent; and
3. Grant such further relief as may be just and proper.

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