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IN THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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APPEAL FROM RICHLAND COUNTY  
ADMINISTRATIVE LAW COURT DIVISION  
Hon. Ralph King Anderson, III, Presiding

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Docket No.: 24-ALJ-04-0131-AP

Charles Nemon Vandross, .....Appellant,  
#316095

v.

South Carolina Department of Corrections, .....Respondent.

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APPELLANT'S INITIAL BRIEF

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**RECEIVED**  
JAN 06 2025  
SC Court of Appeals

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TABLE OF CONTENTS

Table of Authorities ..... ii  
Questions Presented ..... iii  
Statement of the Case ..... iv  
Facts ..... 1  
ARGUMENTS: ..... 4

I. Whether the ALC erred where it improperly determined Agency policy ADM-15.13, "Inmate Pay" with its fifteen (15) day time-limitation for filing a grievance, was the applicable limitations period, instead of Agency policy and procedure GA-01.12, "Inmate Grievance System" which attached no limitations period for grieving continuous conditions, resulting in denial of Due Process of Law ? ..... 4

II. Whether the ALC findings and conclusions that Appellant's grievance or informal attempts to resolve inmate payroll issues was untimely, constitute abuse of discretion as by error of law, where the agency policy provision ADM-15.13, "Inmate Pay" as relied upon to sustain the agency decision, was preempted by both Federal and State law, a relevant matter which ALC failed to consider in coming to its decision ? .....14

III. Whether the ALC abused its discretion in affirming the agency decision, where the Agency failed to file a Respondent's Brief, and the ALC thereafter, embarked upon an exhausting search of the record looking for reasons to affirm ? .....18

IV. Whether the ALC failed to consider all factors relevant to its decision, including equitable tolling, and where it denied Appellant's motion to supplement the record; amounting to an abuse of discretion, and error of law ? ..... 21

V. Whether the ALC erred where it improperly determined Agency policy ADM-15.13, "Inmate Pay" with its fifteen (15) day time-limitation for filing a grievance, was the applicable limitations period when it was not in effect at the time of accrual of the cause of action, resulting in violation of the Impairment of the Obligations of Contracts Clauses of both the Constitutions of the United States and the State of South Carolina ? ..... 24

Conclusion ..... 29  
Certificate of Service ..... 30  
Certification ..... 31

TABLE OF AUTHORITIES

Cases

Ackerman v. South Carolina Department of Corrections, 415 S.C. 412, 782 S.E.2d 757 (Ct. App. 2016)	6, 8, 24
Allied Structural Steel Co. v. Spannans, 438 U.S. 234 (1978)	28
Beverly v. Grand Strand Reg. Med. Ctr., LLC, 429 S.C. 502, 839 S.E.2d 468 (Ct.App. 2020)	26
Bruning v. South Carolina Department of Health and Envir. Ctrl, 418 S.C. 537, 795 S.E.2d 290 (Ct. App. 2016)	7, 8
Burke v. Republic Parking System, Inc., 421 S.C. 553, 808 S.E.2d 626 (Ct.App. 2017)	7, 22
City of Charleston, S.C. v. Fisherman's Best, Inc., 310 F.3d 155 (4th Cir. 2003)	16
Communication Concepts, Inc., v. Controls for Automation, Inc., 2020-UP-280 (October 7, 2020)	9, 19
Curtis v. South Carolina Department of Corrections, ALJ-04-0060-AP, Hon. Deborah Brooks Durden, October 5, 2023	8
Dawkins v. Sell, 434 S.C. 572, 865 S.E.2d 1 (Ct. App. 2021)	26
Elrod v. Ali, 243 S.C. 425, 134 S.E.2d 410 (1964)	26
Ex Parte DeBordien Colony Community Ass'n, Inc. v. Republic Parking Sys., Inc., 421 S.C. 553, 808 S.E.2d 626 (Ct.App. 2017)	22
Fields v. Fields, 342 S.C. 182, 536 S.E.2d 684 (Ct.App. 2000)	9, 10, 19
First Savings Bank v. McLean, 314 S.C. 361, 444 S.E.2d 513 (1994)	9, 19
Folkes v. Nelson, 34 F.4th 258 (4th Cir.2022)	24
General Motors Corp. v. Romein, 503 U.S. 181, 112 S.Ct. 1105, 117 L.Ed.2d 328 (1992)	25
Haines v. Kerner, 404 U.S. 519, 92 S.Ct. 594 (1972)	14, 15, 24
Harleyville Mut. Ins. Co. State, 401 S.C. 15, 736 S.E.2d 651 (2012)	25, 26
Helms Realty, Inc. v. Gibson Wall Co., 363 S.C. 334, 611 S.E.2d 485 (2005)	26
Henderson v. Evans, 268 S.C. 127, 232 S.E.2d 331 (1977)	28
Hooper v. Ebenezer Sr. Srvcs and Rehab. Ctr., 386 S.C. 108, 687 S.E.2d 29 (2009)	22
Jinks v. Richland County, 355 S.C. 341, 585 S.E.2d 281 (2003)	9, 19
Jones v. Key, 2007 WL 4292416 (D.S.C. 2007)	6
Kirven v. Central States Health & Life Ins. Co. of Omaha, 409 S.C. 30, 760 S.E.2d 794 (2014)	28
Lark v. Bi-Lo, Inc, 276 S.C. 130, 276 S.E.2d 304 (1981)	11
Laser Supply & Services, Inc. v. Orchard Park Assoc., 382 S.C. 326, 676 S.E.2d 139 (Ct. App. 2009)	9, 19
Logan v. Cherokee Landscaping and Grading Co., 389 S.C. 611, 698 S.E.2d 879 (Ct. App. 2010)	10
Logan v. Zimmerman Brush Co., 455 U.S. 422, 102 S.Ct. 1148 (1983)	15
Malik v. Ward, 2010 WL 936777 (D.S.C. 2010)	6
McNickel's Inc. v. Dept. of Rev., 331 S.C. 629, 503 S.E.2d 723 (1998)	11
McDowell v. South Carolina Dept. of Soc. Svcs, 300 S.C. 24, 386 S.E.2d 280 (Ct. App. 1991)	10, 11
Postal v. Mann, 308 S.C. 385, 418 S.E.2d 32 (Ct. App. 1992)	25, 26
Rainey v. Hodges, 341 S.C. 79, 533 S.E.2d 578 (2000)	25, 28
Silkwood v. Kerr-McGee Corp., 464 U.S. 238, 104 S.Ct. 615 (1984)	16
S.C. Dept. of Transp. v. Buckles ex rel Estate of Buckles, 2009 WL 9528925 (May 27, 2009)	10
Scovill v. Johnson, 190 S.C. 457, 3 S.E.2d 543 (1939)	8
Skipper v. Perrone, 382 S.C. 53, 674 S.E.2d 510 (2009)	9, 19
State v. Dunbar, 356 S.C. 138, 587 S.E.2d 691 (2003)	9, 19
State v. Life Ins. Co. of Georgia, 254 S.C. 286, 175 S.E.2d 203 (1970)	8
Thompson v. Pruitt Corp., 416 S.C. 43, 784 S.E.2d 679 (Ct. App. 2016)	26
Torrence v. South Carolina Department of Corrections, 433 S.C. 633, 861 S.E.2d 36 (Ct.App. 2021)	4, 10, 11, 14, 16, 21, 24, 26
Triska v. DHEC, 292 S.C. 190, 355 S.E.2d 531 (1987)	11
Turner v. Santee Cement Carrier, Inc., 277 S.C. 91, 282 S.E.2d 858 (1981)	9, 19

United States v. South Carolina, 840 F.Supp.2d 898 (D.S.C. 2011)	16
Wicker v. South Carolina Department of Corrections, 360 S.C. 421, 602 S.E.2d 56 (2004)	14, 15, 16, 24
Wierszewski v. Tokarick, 308 S.C. 441, 418 S.E.2d 557 (Ct. App. 1992)	20
Wyeth v. Levine, 555 U.S. 555, 129 S.Ct. 1187 (2009)	16

### CONSTITUTIONAL PROVISIONS

#### Federal

Article VI, Clause 2, United States Constitution	16, 25
--	--------

#### State

art. I, § 4, South Carolina Constitution	16, 25
--	--------

### Statutes

#### Federal

Title 18 U.S.C. § 1761	6, 16, 22
------------------------	-----------

#### State

§ 1-23-380, South Carolina Code, Ann. (1976)	11
§ 1-23-610(B), South Carolina Code, Ann. (1976)	4
§ 15-3-130, South Carolina Code, Ann. (1976)	27
§ 15-3-350(1), South Carolina Code, Ann. (1976)	11
§ 24-3-315, South Carolina Code, Ann. (1976)	5, 16
§ 24-3-390, South Carolina Code, Ann. (1976)	16
§ 24-3-430(D), South Carolina Code, Ann. (1976)	5, 6, 21, 22, 25, 27
§ Public Law 90-351	16
Act. No. 7, 1996 Acts 78	25

### Rules and Regulations

Rule 12, South Carolina Rules of Civil Procedure	9, 19
Rule 60, Rules of the Administrative Law Court	18
Rule 62, Rules of the Administrative Law Court	18
Rule 201, South Carolina Rules of Evidence	6
Rule 205, South Carolina Appellate Court Rules	10
South Carolina Department of Corrections Policy ADM-15.13, "Inmate Pay"	4, 5, 11, 14, 16, 21, 24, 26, 27
South Carolina Department of Corrections Policy GA-01.12, "Inmate Grievance System"	6, 7, 10, 14, 16, 21, 24

#### Other:

73 C.J.S. Public Administrative Law and Procedure § 117 (1983)	11
12 S.C. Jur. 2d Equity § 58	8
16 Am. Jur. 2d Constitutional Law, § 788	28
S.C. Opin. Atty. Gen., 2016 WL 4698867 (S.C.A.G.)	28

QUESTIONS PRESENTED:

- I. Whether the ALC erred where it improperly determined Agency policy ADM-15.13, "Inmate Pay" with its fifteen (15) day time-limitation for filing a grievance, was the applicable limitations period, instead of Agency policy and procedure GA-01.12, "Inmate Grievance System" which attached no limitations period for grieving continuous conditions, resulting in denial of Due Process of Law ?
- II. Whether the ALC findings and conclusions that Appellant's grievance or informal attempts to resolve inmate payroll issues was untimely, constitute abuse of discretion as by error of law, where the agency policy provision ADM-15.13, "Inmate Pay" as relied upon to sustain the agency decision, was preempted by both Federal and State law, a relevant matter which ALC failed to consider in coming to its decision?
- III. Whether the ALC abused its discretion in affirming the agency decision, where the Agency failed to file a Respondent's Brief, and the ALC thereafter, embarked upon an exhausting search of the record looking for reasons to affirm ?
- IV. Whether the ALC failed to consider all factors relevant to its decision, including equitable tolling, and where it denied Appellant's motion to supplement the record; amounting to an abuse of discretion, and error of law ?
- V. Whether the ALC erred where it improperly determined Agency policy ADM-15.13, "Inmate Pay" with its fifteen (15) day time-limitation for filing a grievance, was the applicable limitations period when it was not in effect at the time of accrual of the cause of action, resulting in violation of the Impairment of the Obligations of Contracts Clauses of both the Constitutions of the United States and the State of South Carolina ?

## STATEMENT OF THE CASE

The Appellant, Charles Vandross, is an inmate within the South Carolina Department of Corrections, currently housed at Allendale Correction Institution. However, at all times hereto, was an inmate at the McCormick Correction Institution, where from the year of 2006 up to as late as the year 2009, he was a participant in the Prison Industries service project (PIP) operated at McCormick Correction Institution. During this time, Appellant performed prison labor for a private-sector company related to the Ambassador/Executive Chair Line Plant as general laborer and as Clerk in the Panel Line Office, and possibly one other position. Appellant worked forty (40) hours per week and was paid \$.10 cents per hour for these years of cheap prison labor for prison-made goods affecting interstate commerce. This failure to pay Appellant the prevailing wage is preempted by Federal and State law, and further constitutes a federal offense, pursuant to Title 18 United States Code, Section § 1761. The case further involves violation of the obligations of contracts, under both the United States and South Carolina Constitutions and laws, including but not limited to violations of Due Process, as by illegal withholding of wages, and federal F.I.C.A. tax withholdings; actions or inactions in excess of statutory authority and unlawful procedure before the Agency and the Administrative Law Court.

This appeal follows.

STATEMENT OF FACTS

The Appellant, Charles Vandross, is an inmate within the South Carolina Department of Corrections, currently housed at Allendale Correction Institution. However, at all times hereto, was an inmate at the McCormick Correction Institution, where from the year of 2006 up to as late as the year 2009, he was a participant in the Prison Industries service project (PIP) operated at McCormick Correction Institution. During this time, Appellant performed prison labor for a private-sector company related to the Ambassador/Executive Chair Line Plant as general laborer and as Clerk in the Panel Line Office, and possibly one other position. Appellant worked forty (40) hours per week and was paid \$.10 cents per hour for these years of cheap prison labor.

On August 18, 2023, Appellant submitted an Automated Request to Staff Member (ARTSM), No.# 23-0313334, lodging his claim of entitlement to be paid the prevailing wage for his labor. Appellant then filed a Step 1 Grievance, on August 29, 2023. There was no "Warden's Decision and Reason," to this grievance. The Department responded to the Step 1 Grievance on August 29, 2023 improperly extending the time to respond thereto, and without authorization falsely attributed to Appellant content into a Step 2 Grievance form and falsely incorporated Appellant's signature into that document; and then elevated Appellant's Step 1 Grievance to a Step 2 Grievance, despite that no agency policy and procedure exists for such procedure. No authorization was obtained from the Director of the South Carolina Department of Corrections making exceptions to the grievance policy and procedure.

On December 19, 2023, the Department denied Appellant's Step 2 Grievance on the ground that it was untimely.

Appellant filed timely notice of appeal on January 25, 2024 . On March 14, 2024, Appellant filed his Initial Brief.

On April 26, 2024, the Department filed Motion to Extend Time to File the Record on Appeal. On May 7, 2024, the Administrative Law Court denied the motion, and nevertheless, gave the Department thirty (30) days in which to file the Record on Appeal. On June 6, 2024, the Department filed the Record on Appeal.

By way of a letter filed on July 5, 2024, Appellant, Pro Se, sought to have the Court issue an order directing Department to file a complete Record on Appeal, and noted that it did not contain reports of hourly wage log printouts. The Court thereafter, noted that the Record on Appeal did not even contain any information on when the Appellant worked, nor how much he was paid, etc. The Court further noted that this information was essential to the Court's resolution of the issues on appeal, and order the Department to supplement the Record on Appeal with this information. Thereafter, the Department on August 5, 2024, provided a copy of Appellant's hourly wage log. Following the filing of this supplemental record, Appellant filed a motion to correct and/or amend the contents of the Record on Appeal, specifically seeking "Appellant's complete prison industry employment record", "wage log printouts for the unreported pay periods between 07-11-2006 and 02-04-2007", as well as "backpay and after promotion." The Administrative Law Court denied the motion, finding that the information was not essential to the Court's determination.

The Department failed to file an Respondent's Brief, which was due at the latest, on August 5, 2024.

The Administrative Law Court, stated that it was resolving the case solely upon Appellant's Brief and the Record on Appeal. This appeal follows.

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**A R G U M E N T S**

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I. Whether the ALC erred where it improperly determined Agency Policy ADM-15.13, "Inmate Pay" with its fifteen (15) day time-limitation for filing a grievance was the applicable limitations period, instead of Agency Policy and Procedure GA-01.12, "Inmate Grievance System, which attached no limitations period for grieving continuous conditions, resulting in denial of Due Process of Law ?

The record before this Court discloses that the ALC failed to conduct proper statutory constructions, and begin its analysis of the case, by reciting the steps employed in the grievance process before the Agency, before addressing a single issue of timeliness of the grievance, among several raised in the various grievance forms and in Appellate's brief. Appellant contends the ALC's analysis and treatment of the claim constitutes abuse of discretion, and was otherwise affected by error of law, arbitrary and was clearly erroneous in view of the reliable, probative and substantial evidence on the whole record; and otherwise made upon unlawful procedure.

S.C. Code, Ann., §1-23-610(B) (emphasis added)

The record discloses further that Appellant filed an Automated Request to Staff Member (ARTSM) on August 18, 2023, requesting the prevailing wage for all hours that he worked in the prison industries program at McCormick Correction Institution between 2006 to 2008 or 2009.

The final Agency response to Appellant's Step 2 Grievance Form, dated December 19, 2023, provides:

In your grievance, you are requesting adjustments to your inmate pay pursuant to Torrence v. South Carolina Department of Corrections (2021). The South Carolina Court of Appeals' opinion in Torrence was filed on June 30, 2021. You submitted your Request to Staff Member regarding this matter on August 18, 2023, approximately two years and two months after the Court of Appeals issued its opinion. Accordingly, your grievance is untimely under SCDC Policy ADM-15.13, section 12.1. This policy states as follows:

12. PROBLEMS WITH PAY:

12. 1 Inmates must report any problems in their

pay to their institution's pay designee utilizing the Automated Request to Staff Member (ARTSM) within 15 days of the payroll date error. ... Payroll corrections will be limited to the following:

... - If the inmate fails to notify the Agency in writing and within 15 days, no back pay will be given.

... SCDC Policy ADM-15.13 (12.1) (Issue Date June 3, 2014)

**Therefore, your grievance is denied.**

Appellant filed an Appellant's Brief, on March 14, 2024, raising several issues, including:

The SCDC's final decision denying the Appellant prevailing wages for his voluntary participation in the SCDC's PIP-Private Sector violates:

Appellant's

--statutory and

--Constitutional rights

--and is arbitrary and capricious

Appellant further contended that he is entitled to be paid prevailing wages for his voluntary participation in the PIP program pursuant to S.C. Code, Ann., §§ 24-3-315 and 24-4-430(D). (Emphasis added.) The Department does not dispute these allegations. Furthermore, the Department elected not to file a Respondent's Brief, and has not in any way refuted, or contested these material facts.

§ 24-3-315 provides in pertinent part that:

The Department of Corrections Shall ensure that inmates participating in any prison industry program pursuant to the Justice Assistance Act of 1985 is on a voluntary basis... that rates of pay and other conditions of employment are not less than those paid and provided for work of a similar nature in the locality in which the work is performed."

S.C. Code, Ann., § 24-3-315

Moreover, § 24-3-430, provides:

No inmate participating in the program may earn less than the prevailing wage for work of a similar nature

in the private sector."

S.C. Code, § 24-3-430(D), (Emphasis added)

Thus, as a threshold matter, the appellate courts of this State, have repeatedly and resoundingly pronounced that these statutes, constitute state-created rights, which may not be deprived without due process of law.

Federal law further penalizes violation of these rights as a federal offense. Title 18 U.S.C. § 1761 (Emphasis added)

**(a) The ALC's decision is in direct conflict with precedent.**

The record before this Court clearly reflects that the Administrative Law Judge was the same judge whose decision was reversed and remanded by this Court of Appeals in the case of Ackerman v. South Carolina Department of Corrections on precisely the same legal and factual points raised in the instant case. 415 S.C. 412, 782 S.E.2d 757 (Ct.App. 2016)

In its order the ALC, under the pretense of statutory construction, labors to create a narrow exception directly in conflict with the Ackerman precedent, and others; in a blatant attempt to overturn those precedents and create new statutory limitations periods where none exist.

The ALC's analysis is clearly erroneous, and fundamentally flawed as it attempts to draw fine distinctions on which policies and procedures were at issue in this Court's various precedents, without conducting adequate statutory constructions, and the import of conflicting statutory provisions. The ALC reaches its conclusions without considering the plain language of Agency Policy GA-01.12, "Inmate Grievance System", whose provisions state, in pertinent part the following:<sup>1</sup>

**13.9 EXCEPTIONS TO THE FILING DEADLINE:**

**13.9 Exceptions to the [fifteen day] time limit requirement will be made for grievances concerning policies and procedures...**

(Emphasis provided)

Moreover, this same policy provides:

**7. GRIEVABLE ISSUES:**

**7.1 Department policies/procedures, directives, or conditions [that] directly affect an inmate;...**

...

**13.2 Inmates must make an effort to informally resolve**

1. Courts may judicially notice matters of public record. Rule 201, SCRE; Malik v. Ward, 2010 WL 936777 (D.S.C. 2010)(SCDC policie); Jones v. Key, 2007 WL 4292416 (D.S.C. 2007)(SCDC policies)

a grievance....

Unless a separate SCDC policy requires the filing of a grievance within a shorter period of time, any and all grievances that involve a continuous matter (prison industries pay) must be filed within two (2) years of when the issue arose, or grievant should have known about it. If the issue is older than two (2) years but has continued to be an issue which is grievable, only the two (2) year portion immediately prior to the filing of the grievance will be considered. This section does not apply to .... criminal matter.

Policy GA-01.12, Section 13.2, Effective Date September 1, 2023

It is well-settled law in South Carolina, that regulations are interpreted using the same rules of statutory construction as statutes. *Bruning v. South Carolina Department of Health and Environmental Control*, 418 S.C. 537, 545, 795S.E.2d 290, 295 (Ct.App. 2016)

Additionally, a court abuses its discretion where it fails to consider all the factors relevant to a particular decision. *Ex parte DeBordien Colony Community Ass'n, Inc.*, 442 S.C. 285, 898 S.E.2d 179 (Ct. App.2024) citing *Burke v. Republic Parking System, Inc.*, 421 S.C. 553, 560-61, 808 S.E.2d 626, 629 (Ct.App. 2017) Here, it is obvious that the fifteen-day limitations period directly conflicts with the provisions of Policy GA-01.12, which **specifically addresses and exempts grievances from the fifteen day time period requirement.**

The ALC under the guise of statutory construction, draws an imaginary distinction, which if accepted by this Court would allow Agencies to blatantly attempt to overturn adverse precedent, and arbitrarily manipulate broad discretionary rulemaking authority to create statutes of limitations applicable to the very litigation that prompted the regulation. Accepting the ALC's or the Agency's decisions, or conclusions would effectively grant unprecedented discretion to legislate while litigating, after which inmates participating in PIP prison industries would be subject to retroactive laws drafted by their litigation opponents; and if successful, applied by the courts as the opponents see fit.

Here, several administrative law court judge's have

faithfully followed the pronouncements of this Court, and issued rulings repeatedly affirmed, and which are asymmetrically opposed to the ruling of the ALC in the instant case. This court for instance, may take judicial notice of the case of **Brett T. Curtis v. South Carolina Department of Corrections, Docket No., ALJ-04-0060-AP** dated October 5, 2023, Hon. Deborah Brooks Durden, Administrative Law Judge, held:

"It would not be equitable to allow the SCDC to litigate the validity of these prevailing wage claims for over two decades and then find that inmates' claims raised at the conclusion of that litigation were neglected for an unreasonable and unexplained length of time. Such a ruling would be tantamount to a finding that SCDC's positions in litigation were so frivolous that inmates should have known what the eventual ruling of our Supreme Court would be."

The courts must give deference to statutes or regulations which are silent or ambiguous assuming the interpretation is worthy of deference. However, this Court has held that:

"...nonetheless, where the plain language of the statute is contrary to the Agency's interpretation, the court will reject the Agency's interpretation.

Id. Bruning, supra., 418 S.C. at 545, 795 S.E.2d at 299.

Here, Policy ADM-15.13, with its fifteen-day limitations period is in conflict with Policy GA-01.12, on the same point, and this, our courts have held:

Where there is any doubt as to which of two statutes of limitations applies, the doubt must be resolved in favor of the longest period.

State v. Life Ins. Co. of Georgia, 254 S.C. 286, 175 S.E.2d 203 (1970), citing Scovill v. Johnson, 190 S.C. 457, 3 S.E.2d 543 (1939) Here, as this Court held in Ackerman, there is no limitation period for continuous conditions, and the failure to pay Appellant the prevailing wage due to him as a matter of both federal and state statutory law.

Equity will not suffer a wrong to be without remedy. 12 S.C. Jur. Equity § 58

(b) The ALC's and Agency calculation of the commencement of the limitations period, without waiving other arguments, is clearly erroneous, and contrary to law, as Torrence II, had not become final when Appellant filed his grievance.

As a threshold matter, the Agency has elected not to file a brief in the administrative law court. This Court has held that:

We reverse based on the respondent's failure to file briefs ... This failure alone would justify reversal.

Communication Concepts, Inc. v. Controls for Automation, Inc., 2020-UP-280 (October 7, 2020), 2020 WL 5946142 citing Turner v. Santee Cement Carrier, Inc., 277 S.C. 91, 96, 282 S.E.2d 858, 860 (1981) Appellant contends the same results should be obtained in the instant case.

"Waiver" is defined as a voluntary and intentional abandonment or relinquishment of a known right; it may be express or implied by a party's conduct. Skipper v. Perrone, 382 S.C. 53, 674 S.E.2d 510 (2009); Laser Supply & Services, Inc. v. Orchard Park Assoc.s, 382 S.C. 326, 676 S.E.2d 139 (Ct.App. 2009) Here, it is abundantly clear the Agency intentionally abandoned a known right. In fact, the ALC noted in its order:

"Although I ultimately affirm the Department's decision I nevertheless note [t]he Department's failure to file a brief is becoming a theme in the Department's cases."

Order, dated October 18, 2024, page 5, ¶ 4, Footnote 7. (Emphasis provided)

It is axiomatic, that failure to plead an affirmative defense of statute of limitations, constitutes a waiver of said defense. Rule 12, SCRCP. Moreover, as the Agency has not raised the defense of statute of limitations in any brief before the administrative law court, that waiver becomes the law of the case; and the issue of statute of limitations under Agency Policy ADM-15.13, is waived and deemed abandoned, as a matter of law. State v. Dunbar, 356 S.C. 138, 142, 587 S.E.2d 691, 693 (2003); Jinks v. Richland County, 355 S.C. 341, 585 S.E.2d 281 (2003) ("Affirmative defense is deemed waived if not argued in the body of the brief"); First Savings Bank v. McLean, 314 S.C. 361, 444 S.E.2d 513 (1994)(Issues not argued in the brief are deemed abandoned and will not be considered on appeal.); Fields v.

Field, 342 S.C. 182, 536 S.E.2d 684 (Ct.App. 2000)(same)

Accordingly, Appellant contends he is entitled to the application of the doctrine of equitable estoppel, as a complete bar to the application of any limitations period. Logan v. Cherokee Landscaping and Grading Co., 389 S.C. 611, 698 S.E.2d 879 (Ct.App. 2010)

Moreover, the ALC and Agency miscalculate any possible statute of limitations period, even if one actually applied in view of the plain language of Agency Policy GA-01.12's exception to the fifteen-day limitations period.

Additionally, and critical to the resolution of the issue, is the fact that the Agency miscalculated the supposed limitations period, which the ALC puppeted, as stated in the Agency response to the Step 2 Grievance Form:

The South Carolina Court of Appeals' opinion in Torrence was filed on June 30, 2021. You submitted your Request To Staff Member on August 18, 2023, approximately two years and two months after the Court of Appeals issued its opinion

Record below, Page 2 of 12, ¶ 5

The ALC adopted this clearly erroneous conclusion of law, and fact.

Order, dated October 18, 2024, Page 4, ¶ 3 through Page 6, ¶ 3

Both the ALC and the Agency miscomprehend the concept of a "final judgment", as determinative of when an appellate court's ruling sufficiently places a putative party on notice that a cause of action has accrued.

Under Rule 205, South Carolina Appellate Court Rules, provides that the appellate court retains jurisdiction until the remittitur is sent.

Moreover, the appellate courts of South Carolina have held:

The final disposition of a case occurs when the remittitur is returned by the clerk of the appellate court and filed in the lower court.

South Carolina Department of Transp. v. Buckles ex rel Estate of Buckles, 2009 WL 9528925 (May 27, 2009) citing McDowell v. S.C. Dept. of Soc. Servcs., 300 S.C. 24, 386 S.E.2d 280 (Ct. App. 1991)

As with the instant case, the remittitur was still pending,

or at a minimum was undetermined by the ALC, when Appellant filed his grievance on August 18, 2023, as the Supreme Court in Torrence II., the denial of the certiorari had only just been filed in August 3, 2022:

"If a petition for writ of certiorari is filed, the Court of Appeals shall not send the remittitur until notified that the petition has been denied. If the writ is granted by the Supreme Court, the Court of Appeals shall not send the remittitur." Buckles, supra.

Thus, at a bare minimum, the Appellant had until August 3, 2024 in which to file his grievance, under a two (2) year statute of limitations period, and until August 3, 2025 under a three (3) year statute of limitations, and until August 3, 2028 under a six(6) year statute of limitations for breach of contract pursuant to S.C. Code, Ann., §15-3-530(1) (emphasis added)

To the extent that an argument for the fifteen-day limitation period under Agency Policy ADM-15.13, applies, the Appellant would contend that such a construction of clearly established law, forbids the application of such a policy, which effectively would alter or add to a statute.

Although a regulation has the force of law, it must fall when it alters or adds to a statute.

McNickel's Inc., v. S.C. Dept. of Revenue, 331 S.C. 629, 503 S.E.2d 723 (1998)

Here, Policy ADM-15.13 must fall, to the extent that it alters the applicable statute of limitations passed by the General Assembly of the State of South Carolina.

Based upon the foregoing reasons and arguments, the ALC's finding that Appellant's grievance was untimely, amounts to an error of law, and abuse of discretion. It is further unsupported by the record to the extent that nothing in the record of the court demonstrates any effort on the part of the ALC, nor the Agency to determine when the remittitur in Torrence II. was sent, to bolster a finding of untimeliness of the grievance. It further is clearly erroneous in view of the reliable, probative and substantial evidence on the whole record, and therefore must be reversed and remanded for a hearing on the merits of Appellant's grievance.

Finally, in addition to the decisions of the ALC and Agency being in direct conflict with the precedents of *Torrence v. SCDC*, 433 S.C. 633, 861 S.E.2d 36 (2021) and *Ackerman v. SCDC*, 415 S.C. 412, 782 S.E.2d 757 (Ct.App. 2016), the ALC failed to give effect to the cardinal rule of statutory construction. The ALC failed to apply the well-settled principle of administrative procedural law, that agencies must follow their own rules and regulations, and the provisions of the Administrative Procedures Act. S.C. Code, Ann., §1-23-380 (1976)

See: *Triska v. DHEC*, 292 S.C. 190, 194-95, 355 S.E.2d 531 (1987); *Lark v. Bi-Lo, Inc.*, 276 S.C. 130, 276 S.E.2d 304 (1981)

Here, the ALC's failure to apply the correct legal standard to the facts of the case, wherein the Agency ignored its own overriding Policy GA-01.12, and its unambiguous exception to the fifteen-day limitation period, constitutes an error of law, and thus abuse of discretion, was arbitrary or minimally clearly erroneous in view of the reliable, probative and substantial evidence on the whole record.

Moreover, both the ALC and the Agency's attempt to evade the legal force and effect of Policy GA-01.12's exception, amounts to "agency action taken taken outside of its statutory and regulating authority, and thus is null and void, as a matter of law.

73 C.J.S. Public Administrative Law and Procedure, § 117 (1983); *Triska, supra*.

Based upon the foregoing reasons and arguments, the decisions of the ALC and Agency should be reversed and remanded for a hearing on the merits of Appellant's grievance, and rehearing upon Appellant's motion to supplement the record.

Furthermore, Appellant preserves all arguments and contentions in subsections (a) and (b) in all aspects above against waiver, due to mis-calculation of the time any presumed statute of limitations commenced, the same results must be obtained, as Torrence II., had not be come a "final judgment", at the time Appellant filed his grievance, inasmuch as the remittitur had not been sent, and a statute of limitations for breach of contract is six (6) years, and minimally three(3) years. This Court should apply the principle of equitable

estoppel, and equitable tolling due to decades long fraudulent misrepresentations committed by the Agency, in violation of their statutory and constitutional oaths of office.

II. Whether the ALC findings and conclusions that Appellant's grievance (or informal attempts) to inmate payroll issues as untimely, constitute abuse of discretion as by error of law, where agency policy provisions ADM-15.13, "Inmate Pay," as relied upon to sustain the agency decision, was preempted by both Federal and State law, a relevant matter which ALC failed to consider in coming to its decision?

The record before this Court reflects that during the proceedings before the ALC, that Appellant challenged the applicability of certain provisions contained in Agency Policies ADM-15.13 and GA-01.12, to the extent that they would prohibit the filing of a grievance, as contemplated by the precedents issued by the appellate courts of this State, including but not limited to *Torrence v. South Carolina Department of Corrections (Torrence II.)*, 433 S.C. 633, 861 S.E.2d 36 (2021); *Ackerman v. South Carolina Department of Corrections*, 415 S.C. 412, 782 S.E.2d 757 (Ct.App. 2016); *Wicker v. South Carolina Department of Corrections*, 360 S.C. 421, 602 S.E.2d 56 (2004)

Specifically, in the proceedings below, Appellant in the Notice of Appeal and Appellant's Brief, argued:

"The Appellant appeals SCDC's final decision deny Appellant prevailing wages for his voluntary participation in the SCDC's PIP-Private Sector is arbitrary and capricious and a violation of statutory law and constitutional law and Appellant's statutory and constitutional right to prevailing wages.

2) SCDC Policy ADM-15.13 (12.1) and GA-01.12 is not applicable to Appellant's grievance requesting he be paid prevailing wages and SCDC's violation of statutory and constitutional law and Appellant's statutory and constitutional right to prevailing wages."

Notice of Appeal, from Agency's response to Step 2 Grievance Form; Appellant's Brief, Pg. 2-4

Although, Appellant's arguments before the Agency and in the Appellant's brief are less than artfully phrased or presented, Appellant contends that as a pro se litigant, his pleadings are entitled to be construed liberally. In *Haines v. Kerner*, the United States Supreme Court held:

[W]hatever may be the limits on the scope of inquiry of courts into the internal administration of prisons, allegations ... however inartfully pleaded, are sufficient to call for the opportunity to offer supporting evidence. We hold to less stringent standards than formal pleadings drafted by lawyers ..."

Id. 404 U.S. 519, 520-21, 92 S.Ct. 594 (1972)

In *Wicker v. SCDC*, our Supreme Court held that prisoners performing labor for private-sector in the prison industries, have a state-created due process right to prevailing wages. There the Court held:

"We find that where, as here, the state has created a statutory right to the payment of prevailing wages, it cannot thereafter deny that right without affording due process of law. ....The *Al-Shabazz* Court explained that procedural due process is guaranteed when an inmate is deprived of an interest encompassed by the Fourteenth Amendment's protection of liberty, and property. (Cites omitted) ...We find the state's statutory mandate that inmates be paid the prevailing wage creates such an interest, which may not be denied without due process."

"

*Wicker v. South Carolina Department of Corrections*, 360 S.C. 421, 423-425, 602 S.E.2d 56, (2004)(Emphasis provided)

The "hallmark of property" under the Fourteenth Amendment's due process clause is individual entitlement grounded in state law which cannot be removed except for cause.

"Fact that ... rights arose out of statute did not mean no individual entitlement to adjudicatory process... could come into being, ... while state remained free to create substantive defenses or immunities for use in adjudicating or to eliminate its statutorily created causes of action altogether, STATE could not destroy at will .... state-created property interest... "

*Logan v. Zimmerman Brush Co.*, 455 U.S. 422, 102 S.Ct. 1148 (1982)(120-day limitations period struck down as violation of due process)

The Supremacy Clause of the United States Constitution,

provides that:

"This Constitution and the laws of the United States which shall be made in Pursuance thereof... shall be the supreme law of the land; and the Judges in every State shall be bound thereby, [a]ny Thing in the Constitution or Laws of any State to the Contrary notwithstanding. "

Article VI, Clause 2, United States Constitution

Thus, in light of the fact that Appellant clearly has a due process property right to prevailing wages, under S.C. Code, Ann. §§ 24-3-390, 24-3-430(D), and under Federal law, under Title 18 U.S.C. §1761, the policies at issue are preempted by both Federal and State law.

Title 18 U.S.C. §1761, was codified from the Federal Amhurst-Sumners Act, which states in pertinent part the following:

(c) In addition to the exceptions set forth in subsection (b)... this chapter shall not apply to goods, wares, or merchandise manufactured, produces, or mined by convicts or prisoners who --

(2) have in connection with such work, received wagers at a rate which is not less than that paid for work of a similar nature in the locality in which the work was performed,..."

18 U.S.C. §1761; Pub. L. 90-351 (Emphasis added)

Thus, the failure to pay inmates the prevailing wage, is a violation of federal law as a criminal offense, and hence "[a]ny Thing in the Constitution or Laws of any State to the Contrary notwithstanding", such as provisions of Agency Policies ADM-15.13 and GA-01.12, interfering with the right to prevailing wages, by denying due process is preempted. See U.S. v. South Carolina, 840 F. Supp.2d 898 (D.S.C. 2011)

[T]he purpose of Congress is the ultimate touchstone in every preemption case. Id. citing Wyeth v. Levine, 555 U.S. 555, 565, 129 S.Ct. 1187 (2009)

One of the most familiar recitals is that federal and state law conflict when "the state law stands as an obstacle to the accomplishments of the full purpose and objectives of federal law."

City of Charleston, S.C. v. A Fisherman's Best, Inc., 310 F.3d 155 (4th Cir. 2003) citing Silkwood v. Kerr-McGee Corp., 464 U.S. 238, 248, 104 S.Ct. 615 (1984)

Here, the application of those provisions of policy and procedure at issue, stand clearly in conflict and are thus preempted by both Federal and State law, and thus are unconstitutional to the extent that they would deny Appellant a remedy in the grievance procedure, as held in Wicker, Torrence II., and other precedents of this State's appellate courts.

Based upon the foregoing, the decisions of both the ALC and the Agency, are made upon unlawful procedure, affected by error of law, amount to arbitrary and capricious decisions and conclusions, as well as an abuse of discretion exceeding the statutory authority enacted by statutory provisions. The matter should be reversed and remanded for a hearing on the merits of Appellant's grievance.

III. Whether the ALC abused its discretion in affirming the agency decision, where the Agency failed to file a Respondent's Brief, and the ALC thereafter, embarked upon an exhausting search of the record looking for reasons to affirm ?

The record before this Court, discloses that in its Order affirming the Agency decision, the ALC made special note of the Respondent's failure to file a Respondent's Brief. The ALC made the following specific finding of facts:

"Although I ultimately affirm the Department's decision I nevertheless note [t]he Department's failure to file a brief is becoming a theme in the Department's cases." Order, dated October 18, 2024, Page 5, ¶ 4, Footnote 7. (Emphasis provided)

As a threshold matter, Rule 62, Rules of the Administrative Law Court Division, provides in pertinent part the following:

Upon motion of any party, ... an Administrative Law Judge may, ... resolve the appeal adversely to offending party for [f]ailure to comply with [a]ny of the rules of procedure for appeals, including the failure to comply with the time limits provided by this Section(V),..."

Rule 62, Rules of the Administrative Law Court Division

Furthermore, Rule 60, Rules of the Administrative Law Court Division, provides that:

A. Time for Filing Briefs:

... Within one hundred ten (110) days after the date of assignment, the respondent [s]hall file an original brief in response. ...

Id. (emphasis added)

The ALC, noted:

"Finally, as of the date of this Order, the Department has not filed its brief. The Department's brief was due on August 5, 2024, at the latest. Because the Department did not timely file its brief in compliance with Rule 60, the Court will resolve this case solely based upon Appellant's brief and the Record on Appeal."

Order, dated October 18, 2024, Page 2, ¶ 4

This Court has held:

"We reverse based on the respondent's failure to file briefs ... This failure alone would justify reversal."

Communications Concepts, Inc. v. Controls for Automation, Inc., 2020-UP-280 (October 7, 2020), 2020 WL 5946142 citing Turner v. Santee Cement Carrier, Inc., 277 S.C. 91, 96, 282 S.E.2d 858, 860 (1981) Appellant contends [ ] the same results should be obtained in the instant case.

"Waiver" is defined as a voluntary and intentional abandonment or relinquishment of a known right; it may be express or implied by a party's conduct. Skipper v. Perrone, 382 S.C. 674 S.E.2d 510 (2009); Laser Supply & Services, Inc., v. Orchard Park Assoc.s, 382 S.C. 326, 676 S.E.2d 139 (Ct.App. 2009)

Here, it is abundantly clear the Agency intentionally abandoned a known right, as found by the ALC as referenced herein above.

It is axiomatic, that failure to plead an affirmative defense of statute of limitations, constitutes waiver of said defense. Rule 12, SCRCP. Moreover, as here, the Agency has not raised, nor argued any defenses, arguments, or theory in a Respondent's Brief as required by Rule 60, Rules of the Administrative Law Court Division. Thus, the waiver of the statute of limitations defense, as relied upon in the Agency's final decision based upon Policy ADM-15.13, becomes the law of the case. Said, fifteen-day limitations period is waived, abandoned, or relinquished, as a matter of law. State v. Dunbar, 356 S.C. 138, 142, 587 S.E.2d 691, 693 (2003); Jinks v. Richland County, 355 S.C. 341, 585 S.E.2d 281 (2003)("Affirmative defense is deemed waived if not argued in the body of the brief."); First Savings Bank v. McLean, 314 S.C. 361, 444 S.E.2d 513 (1994)("Issues not argued in the brief are deemed abandoned and will not be considered on appeal.")

Thus, as the Administrative Law Court, sits in its capacity as an appellate jurisdiction court, the ALC's decision amounts to an abuse of discretion, or minimally, as an unwarranted exercise of discretion, when the great weight of authority in this State and nearly every jurisdiction hold that failure to file an brief on appeal, is adversely resolved to the offending party. Field v. Field, 342 S.C. 182, 536 S.E.2d 684 (Ct.App.2000)(same)

The error of the ALC is further exasperated by its embarking upon a search of the record, looking for reasons to affirm the

Agency's final decision, effectively acting as the "advocate" for the South Carolina Department of Corrections, who raised none of the affirming reasons relied upon by the ALC in any brief.

In *Wierszewski v. Tokarick*, 308 S.C. 441, 444n.2 , 418 S.E.2d 557, 559 n.2 (Ct.App. 1992), this Court held that:

"where the respondent failed to file a brief, "it [w]as proper to reverse on the points presented [r]ather than search the record for reasons to affirm."

Here, the Appellant's Brief was the "only" brief that presented issues or points. The Agency clearly slept on its known rights, and responsibility to comply with the rules, and to file a respondent's brief.

Based on the foregoing, the Appellant contends, he is entitled to an equitable application of the same precedential value in this Court's pronouncements, as justice requires. The Agency decision should be reversed and remanded for a hearing on the merits of Appellant's grievance.

IV. Whether the ALC failed to consider all factors relevant to its decision, including equitable tolling, and where it denied Appellant's motion to supplement the record; amounting to an abuse of discretion, and error of law?

In the interest of judicial economy, the Appellant hereby incorporates by reference as if re-stated verbatim herein, the entirety of preceding Arguments numbers I. I(a), and I(b) contained in the Appellant's Brief.

The record before this Court reflects, that among the questions and arguments made by Appellant to the ALC, was that Agency Policy ADM-15.13, was inapplicable, and a violation of his statutory and constitutional rights. Appellant contended:

"Appellant contends that his grievance timely filed because it involves prevailing wages, is a topic governed by statute [ §24-3-430(D)] and is an expression of legislative's policy , ... As well as involves SCDC's continuously and willfully failing to pay for Appellant for numerous services performed in SCDC's PIP...

The SCDC's attempt to bootstrap by using SCDC Policy ADM-15.13, "Inmate Pay" ... is arbitrary and capricious. ... Vandross's grievance presented the type of extraordinary circumstances .... that warrants that doctrine of equitable tolling should be applied to this case."

Appellant's Brief, page 3, ¶ 6-8, Page 4, ¶ 1 and 2

In its Order affirming the Agency decision, the ALC goes through the motions of analyzing Torrence II. and Ackerman, and their application to the case, however, concluding that those cases represented a "narrow interpretation" of the implications of section 13.9 of Policy GA-01.12, which provides an exception to the fifteen-day limitations period in that continuous violations related to policy/procedure are exempt from application of the limitations period. Moreover, strangely, the ALC performs its own "narrow interpretation" of the policies and procedures at issue, ending in a conclusion diametrically opposed to and in direct conflict with the several pronouncements of this State's appellate courts. Yet, despite its pretense to act

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judiciously, the ALC completely fails to address the Appellant's contention as to the applicability of the doctrine of equitable tolling. It is not addressed anywhere in its order, and makes no attempt to disparage or explain the invalidity of Appellant's arguments.

This Court recently held that an error of law, which could constitute an abuse of discretion, includes "failing to consider all the factors relevant to a particular decision." Ex parte DeBordien Colony Community Ass'n, Inc., 442 S.C. 285, 898 S.E.2d 179 (Ct. App. 2024) citing Burke v. Republic Parking System, Inc., 421 S.C. 553, 560-61, 808 S.E.2d 626, 629 (Ct.App. 2017) Here, the ALC's failure to consider equitable tolling, as here, squarely raised in the Appellant's Brief, constitutes abuse of discretion; and further amounts to an error of law, due the failure to apply law at all to the issue.

Considering the fact that the entire case boiled down to an issue of when. or if, an applicable limitations period was applicable, it seems axiomatic, that a reviewing court would examine, analyze, and address the critical issue of notice of the accrual of a cause of action. The ALC failed to visit the question, despite its critical role in application of a limitations period.

It has been observed that "[e]quitable tolling typically applies in cases where a litigant was prevented from filing suit because of an extraordinary event beyond his or her control." Hooper v. Ebenezer Sr. Services and Rehabilitation Center, 386 S.C. 108, 116, 687 S.E.2d 29, 33 (2009) Here, Appellant may be excused for not being in control of when the Torrence II. Court would issue its ruling, and establish an affirmative cause of action, after two decades of fraudulent misrepresentation in contracts and PIP certifications documents submitted to the Department of Justice Assistance Program, and criminal trafficking in prison made goods affecting interstate commerce, without paying the prevailing wage codified in Title 18 U.S.C. § 1761, and § 24-3-430(D), S.C. Code, Ann. (Emphasis added)

Here, the issue involved a question of when Torrence II. became a "final judgment"; and more importantly, when the Appellant became aware of the decision. No effort was spent on investigating or resolving this critical issue of fact by the

ALC. No finding or conclusion was made as to when the remittitur was sent. Thus, the record does not support in any way the decision of the ALC. In the context of equity and fairness, the ALC should have considered and addressed this critical issue.

Moreover, the Appellant's motion to supplement the record was denied out of hand, where Appellant sought to present proof of fraudulent concealment and fraudulent misrepresentations by the Agency on this important and dispositive issue. This made the abuse of discretion more egregious.

Based upon the foregoing matters, and arguments, the decision of the Agency and the ALC should, as a matter of equity, be reversed and remanded for a hearing on the merits of Appellant's grievance.

V. Whether the ALC erred where it improperly determined Agency Policy ADM-15.13, "Inmate Pay" with its fifteen (15) day time-limitation for filing a grievance, was the applicable limitations period when it was not in effect at the time of accrual of the cause of action, resulting in violation of the Impairment of Obligations of Contracts Clause of both the Constitutions of the United States and the State of South Carolina ?

The record before this Court discloses that during the proceeding before the ALC, that Appellant challenged the applicability of Agency policies ADM-15.13, "Inmate Pay", and GA-01.12, "Inmate Grievance System", to the extent that they would prohibit the filing of a grievance, as contemplated by the precedents issued by the appellate courts of this State related to payment of the prevailing wage to prisoners for their labor in Private-Sector prison industries. See: Torrence v. South Carolina Department of Corrections (Torrence II.), 433 S.C. 633, 861 S.E.2d 36 (2021); Ackerman v. South Carolina Department of Corrections, 415 S.C. 412, 782 S.E.2d 757 (Ct.App. 2016); Wicker v. South Carolina Department of Corrections, 360 S.C. 421, 602 S.E.2d 56 (2004)

In the Notice of Appeal from the final agency decision, and in the Appellate Brief before the ALC, the Appellant argued:

The Appellant appeals the SCDC's final decision deny Appellant prevailing wages for his voluntary participation in the SCDC's PIP-Private Sector is arbitrary and capricious and a violation of statutory law and constitutional law and Appellant's statutory and constitutional right to prevailing wage.

2) SCDC Policy ADM-15.13 (12.1) and GA-01.12 is not applicable to Appellant's grievance ....

Notice of Appeal, Pg. 1; Appellate's Brief, Pg. 2-4

Although Appellant's arguments before the Agency and in the brief are less than artfully articulated, Appellant asserts that pro se pleadings are entitled to be construed liberally. Haines v. Kerner, 404 U.S. 519, 520-21, 92 S.Ct. 594 (1972); Folkes v. Nelson, 34 F.4th 258, 272 (4th Cir.2022)

Our United States Constitution, and its counterpart in the South Carolina Constitution, provide in pertinent part:

No State shall ... pass any Bill of Attainder, or ex post facto law, or Law [i]mpairing the Obligation of Contracts, ... "

Article I, Section § 10, cl.1, United States Constitution; art. I, § 4, South Carolina Constitution (emphasis provided)

See: Harleyvill Mut. Ins. Co. v. State, 401 S.C. 15, 736 S.E.2d 651, 658-662 (2012); Rainey v. Hodges, 341 S.C. 79, 93, 533 S.E.2d 578, 585 (2000) citing General Motors Corp., v. Romein, 503 U.S. 181, 112 S.Ct. 1105, 117 L.Ed.2d 328 (1992)

In 1995, our Legislature enacted section 24-3-430 of the South Carolina Code to authorize expansion of the Prison Industries program into the private sector, and required the wages for participating inmates to be no less than "the prevailing wage for work of [a] similar nature in the private sector." Act No. 7, 1996 Acts 78. Section 24-3-430 became effective on July 1, 1995. Id. at 102 Here, the Agency does not dispute it entered into a contract with the private-sector for Appellant's labor.

The plain, immutable fact, as recognized by both the appellate courts of this State in its pronouncements regarding the prevailing wage in the context of Private-Sector prison industries, is the fact that the Agency has both impliedly and expressly conceded that the obligation to pay the prevailing wage is a contractual obligation, as well as a statutory obligation. At no point during either the proceedings before the Agency, nor before the Administrative Law Court has this material fact been denied, controverted, or disputed.

Moreover, in the precedents referenced above, and throughout this brief, the Agency has admitted to this conclusively established matter of fact. Therefore, as this Court held in Postal v. Mann, :

"Parties are judicially bound by their pleadings unless withdrawn, altered or stricken by amendment or otherwise.

... Allegations, statements, or admissions contained in a pleading are conclusive as against the pleader and a party cannot subsequently take a position contradictory of, or inconsistent with, his pleadings. ... Facts which are admitted are taken as true. "

308 S.C. 385, 386, 418 S.E.2d 322, 323 (Ct. App. 1992) citing *Elrod v. Ali*, 243 S.C. 425, 134 S.E.2d 410 (1964) See: *Dawkins v. Sell*, 434 S.C. 572, 865 S.E.2d 1 (Ct. App. 2021)

Thus, ADM-15.13, effectively impairs the obligation of the contract the Agency entered into with the private-sector to pay Appellant the prevailing wage for his labors, and thus it runs afoul of the aforementioned constitutional prohibitions.

To establish a Contracts Clause violation, the Court must examine (1) whether there is a contractual relationship, (2) whether the change in the law impairs that contractual relationship and (3) whether that impairment is substantial. *Harleyvill Mut. Ins. Co. v. State*, 401 S.C. 15, 29, 736 S.E.2d 651, 658-662 (2012)

Appellant is not a direct party to the contract, however, this is not an impediment to his right to the prevailing wage contracted between the Agency and the private-sector.

Our Supreme Court has held that a third-party beneficiary is a party that the contracting parties "intend to directly benefit" *Helms Realty, Inc., v. Gibson Wall Co.*, 363 S.C. 334, 611 S.E.2d 485 (2005); *Thompson v. Pruitt Corp.*, 416 S.C. 43, 784 S.E.2d 679 (Ct.App. 2016)

Under South Carolina law it is well-settled that a non-party may enforce contractual terms that intentionally provide them direct benefits. *Beverly v. Grand Strand Regional Medical Center, LLC*, 429 S.C. 502, 839 S.E.2d 468, 471 (Ct.App. 2020)

In Torrence II., this Court held:

Statute governing disposition of wages of an inmate allowed to work at paid employment allows either immediate distribution of escrowed wages ... or to entities of his choosing or inclusion of those assets in the distribution of his estate; statute states that an inmate shall be given the option to include his withheld wages in his estate or to distribute them to persons or entitles of his choosing....for the benefit of the prisoner ...

433 S.C. 633, 861 S.E.2d 36 (Ct.App. 2021)

Moreover, as a direct result of this contractual

relationship, Section 24-3-430, provides:

(5) "Ten percent must be held in an interest bearing account for the benefit of the prisoner."

§ 24-3-430(A)(5)(emphasis added)

Thus, it is abundantly clear, that to the extent that Agency Policy ADM-15.13, would impair the obligation of the contract between the Agency and the private-sector companies to pay the Appellate prevailing wages, such an impairment is prohibited, as a matter of law. No time limit or passing of a new enactment of law, or prison regulation, can alter that relationship, and more importantly, that obligation.

Thus, the Agency's promulgation or use of Policy ADM-15.13 to conveniently relieve itself of the obligation of contracts is self-serving, and constitutionally prohibited.

Finally, as it is clear from the record, the Agency partially paid Appellant at least some portion of the wages due under contract. This partial payment, and Appellant's acceptance of those meager wages amount to an acknowledgment thereof, and acts as a complete bar to the applications of any limitations period or statute of limitations, as here, represented in Agency Policy ADM-15.13. See § 15-3-130, which provides:

"[A]ll actions upon causes of action which would be barred by the statute of limitations but for part payment or a written acknowledgment .... shall be evidence to [p]revent the bar of the statute of limitations."

§ 15-3-130, S.C. Code, Ann. (emphasis added)

Clearly, ADM-15.13 was not in effect at the time of the contract, and played no role in the terms or conditions of that contract. Thus, it represents a "change in the law" impairing that contractual relationship and its obligations. Moreover, the impairment was obviously substantial.

If the reasoning of the ALC and the Agency were generally applied, it would permit states or state agencies to enact special laws or legislation designed to relieve powerful constituencies of significant contractual obligations on the basis of unfounded, broad assertions of statutory rulemaking authority, with utter indifference to the legitimate interest of

other parties to the contract. If such rulemaking and regulations are sustained, then the Contract Clause will be, contrary to what the United States Supreme Court has said is a "a dead letter."

Allied Structural Steel Co. v. Spannans, 438 U.S. 234, 241 (1978)

In Kirven v. Central States Health & Life Ins. Co. OF Omaha, our Supreme Court succinctly settled this question, when it held:

"Any attempt by Department ... to mandate the application ... would exceed the scope of the Department's authority and violate the Contract Clause."

409 S.C. 30, 760 S.E.2d 794 (2014)

In Hodges v. Rainey, our Supreme Court held :

"For purposes of the Contract Clause analysis, a statute can be said to substantially impair a contract when it alters the reasonable expectations of the contracting parties." *supra.*

Any attempt to reduce or terminate benefits related to a contract that are established by statute, as here, is prohibited by the Contracts Clause.

16 Am. Jur.2d Constitutional Law, § 788 See: 2016 WL 4698867 (S.C.A.G.) (emphasis added)

Lastly, a statutory construction, as here, which retroactively deprives a party from pursuing his rights pursuant to a legal contract is not only manifestly inequitable; it is an unconstitutional impairment of contractual obligations.

Henderson v. Evans, 268 S.C. 127, 132, 232 S.E.2d 331, 334 (1977)

For the foregoing reasons, and arguments, the motion to supplement the record below was arbitrary abuse of discretion, as was the decisions of the ALC and the Agency; thus the decisions of the ALC and of the Agency should be reversed and remanded for a hearing on the merits of Appellant's grievance.

CONCLUSION

WHEREFORE, Appellant having presented the foregoing arguments and contentions, respectfully requests that the decision of the Agency and of the ALC be reversed and remanded to the Administrative Law Court Division, for consideration on the merits of Appellant's grievance, and on the merits of Appellant's motion to supplement the Record on Appeal.

Date: 19 December 2024  
Fairfax, South Carolina.

*Charles N. Vandross*

Charles Nemon Vandross  
Appellant, Pro Se  
Allendale Correction Institution  
1057 Revolutionary Trail  
Fairfax, SC 29827

CERTIFICATE OF SERVICE

Appellant, Charles Nemon Vandross, hereby certifies that I have this 19<sup>th</sup> Day of December, 2024, served a true copy APPELLANT'S BRIEF, upon the counsel for the Respondent, by mailing same to the below address, first-class postage affixed thereto, and addressed as follows:

Lake E. Summers  
Malone, Thompson & Summers, LLC  
339 Heyward Street, Suite 100  
Columbia, SC 29201

Date: 19 December 2024  
Fairfax, South Carolina.

*Charles N Vandross*  
Charles Nemon Vandross  
Appellant, Pro Se  
Allendale Correction Institution  
1057 Revolutionary Trail  
Fairfax, SC 29827

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JAN 06 2025

SC Court of Appeals

CERTIFICATION

I, Charles Nemon Vandross, the Appellant in the foregoing matter, hereby certify that the Appellant's Brief has been read, and contains no extraneous or irrelevant matter.

Charles N Vandross

Charles Nemon Vandross

Appellant, Pro Se

Allendale Correction Institution

1057 Revolutionary Trail

Fairfax, SC 29827

Date: 19 December 2024  
Fairfax, South Carolina.

Other Counsel of Record:  
Lake E. Summers  
Malone, Thompson & Summers, LLC  
339 Heyward street, Suite 100  
Columbia, SC 29201

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JAN 06 2025

SC Court of Appeals

Charles N. Vandross, #316095  
Allendale Correction Institution  
1057 Revolutionary Trail  
Fairfax, SC 29827

ATTN:

Clerk of South Carolina  
Court of Appeals  
1015 Sumter Street, P.O. Box 11629  
Columbia, SC 29211

Date: 19 December 2024

Re: Enclosures for Filing Purposes  
Charles Nemon Vandross v. SCDC  
Initial Brief of Appellant  
Below: 24-ALJ-04-0131-AP

To Whom It Concerns:

Please find enclosed for filing purposes, on behalf of the  
Appellant in the above-referenced matter:

1. Initial Brief of Appellant;
2. Certification;
3. Certificate of Service

Please file with the Court Record, and I respectfully request the  
enclosed extra-copy hereof be returned to me Clocked-In/Stamped  
Filed.

Kindest Regards,

*Charles N Vandross*

Charles Nemon Vandross

Appellant, Pro Se

CNV/

Enclosures

cc: File

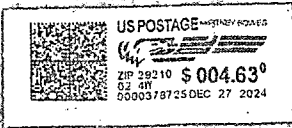
Lake E. Summers, Esquire

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SC Court of Appeals

Charles Vandross  
316095, ACI, HARB-42  
1057 Revolutionary Trail  
Fairfax, SC 29827



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