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SC Court of Appeals

STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

Administrative Law Judge Crystal M. Rookard

ALC Case No. 23-ALJ-04-0553-AP
Appellate Case No. 2024-002004

BERNARD JACKSON, # 210745,

APPELLANT,

v.

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,

RESPONDENT.

INITIAL BRIEF OF RESPONDENT

**SOUTH CAROLINA DEPARTMENT
OF CORRECTIONS**

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STATEMENT OF ISSUE ON APPEAL

THE ADMINISTRATIVE LAW COURT PROPERLY DISMISSED THE CASE BECAUSE APPELLANT SIGNED A SETTLEMENT AGREEMENT AND A STIPULATION OF DISMISSAL AGREEING TO DISMISS THE CASE.

STATEMENT OF THE CASE

This matter comes before this Court pursuant to the appeal of Bernard Jackson (Appellant), an inmate confined in the South Carolina Department of Corrections (SCDC). Appellant submitted grievances in 2023 concerning his rate of pay for his work in Prison Industries. These grievances were denied, and Appellant appealed to the Administrative Law Court in November of 2023. On September 9, 2024, Appellant signed a settlement agreement captioned “Final Release of All Claims.” On that same date, he also signed a Stipulation of Dismissal agreeing to dismiss ALC case # 23-ALJ-04-0553-AP. The agreed-upon settlement funds were deposited in Appellant’s account on September 25, 2024. On October 14, 2024, Judge Crystal M. Rookard dismissed the ALC case due to the signed Stipulation of Dismissal. This appeal follows.

STANDARD OF REVIEW

S.C. Code Ann. § 1-23-610(B) provides the general standard of review for appeals from the Administrative Law Court:

The review of the administrative law judge's order must be confined to the record. The reviewing tribunal may affirm the decision or remand the case for further proceedings; or it may reverse or modify the decision if the substantive rights of the petitioner have been prejudiced because the finding, conclusion, or decision is:

- (a) in violation of constitutional or statutory provisions;
- (b) in excess of the statutory authority of the agency;
- (c) made upon unlawful procedure;
- (d) affected by other error of law;
- (e) clearly erroneous in view of the reliable, probative and substantial evidence on the whole record; or
- (f) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion.

In an appeal of a final decision of an administrative agency, the standard of appellate review is whether the ALC's findings are supported by substantial evidence. S.C. Code Ann. § 1-23-610(B). "Substantial evidence" is evidence which, considering the record as a whole, would allow a reasonable mind to reach the same conclusion that administrative agency reached. Hendley v. S.C. State Budget & Control Bd., 325 S.C. 413, 481 S.E.2d 159 (Ct. App. 1996). A reviewing court shall not substitute its own judgment for that of the ALC as to findings of fact, but it may reverse or modify decisions that are controlled by errors of law or that are clearly erroneous in view of the substantial evidence on the record as a whole. Id.

ARGUMENT

THE ADMINISTRATIVE LAW COURT PROPERLY DISMISSED THE CASE BECAUSE APPELLANT SIGNED A SETTLEMENT AGREEMENT AND A STIPULATION OF DISMISSAL AGREEING TO DISMISS THE CASE.

On September 9, 2024, Appellant signed a settlement agreement captioned “Final Release of All Claims.” In this document, Appellant agreed that in exchange for payment of a stated sum of money, he would “release, acquit, and forever discharge the SCDC, their agents, successors and assigns, and any and all other firms, persons, associations, corporations, or entities from any and all claims, grievances, Administrative Law Court cases, appeals, demands, causes of action, actions or suits of any kind or nature whatsoever, including, but not limited to, all claims, known or unknown, relating to the monies paid to Inmate, of any kind including but not limited to claims to be paid the “prevailing wages” pursuant to S.C. Code Ann. 24-3-430(d), remittances of monies, back payment of wages, and any other damages of any kind whatsoever on account of or arising out of or in any way relating to participation in the Prison Industries Program, including any Prison Industries Enhancement Program (“PIE” or “PIECP”) while incarcerated at the South Carolina Department of Corrections, including but not limited to, any matters currently pending in any South Carolina court, including any appellate court.” (See Final Release of All Claims). On the same date Appellant signed the settlement agreement, he also signed a Stipulation of Dismissal agreeing to dismiss ALC case # 23-ALJ-04-0553-AP. (See Stipulation of Dismissal). The agreed-upon settlement funds were deposited in Appellant’s account on September 25, 2024, as he acknowledges in his Brief. (See Brief of Appellant, page 4).

The Administrative Law Court (ALC) properly dismissed the ALC case because Appellant signed a Stipulation of Dismissal agreeing to dismiss the ALC case after signing a settlement agreement. (See Order dated October 14, 2024). The ALC was correct to dismiss the case because

the matter of Appellant's inmate pay was rendered moot by the settlement and the Stipulation of Dismissal.¹ Accordingly, this Court should uphold the ALC's dismissal of the case.

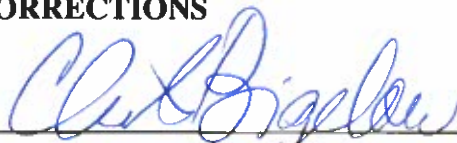
CONCLUSION

For the foregoing reasons, this Court should dismiss the appeal.

Respectfully submitted,

**SOUTH CAROLINA DEPARTMENT
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¹ Appellant raised an issue regarding his belief that the settlement agreement required that additional funds be deposited into his long-term savings account. (See Brief of Appellant, p. 4-8). However, this Court is not the appropriate forum for litigating a contract dispute. Appellant is free to dispute the terms of the settlement agreement using the proper legal protocols. Additionally, contrary to Appellant's belief, amounts paid as settlement funds are not subject to the statutory deductions outlined in S.C. Code 24-3-40. Finally, the settlement agreement specifically stated as follows: "The above stated amount is the total settlement and no additional funds will be paid for child support or placed into long-term savings." (See Final Release of All Claims, p. 2).