

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-04-0672-AP  
Appellant Case No: 2024-001910

RECEIVED

Steven Harvey, #240138

Appellant,

JAN 30 2025

SC Court of Appeals

v.

South Carolina Dept.  
of Corrections,

Respondent,

Reply brief for Motion to Dismiss Appeal as Moot

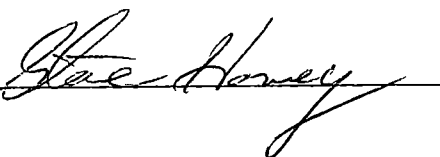
Now comes Steven Harvey, Pro-Se and without assistance of counsel in objection to Respondent's motion to dismiss appeal as moot. In Respondent's final settlement offer showing the net settlement amount of \$53,330.44, Respondent is alleging that I (Appellant) reject the calculations applied to reach this amount. This is totally false. However, what appellant does vehemently object to is the absolute and total disregard which SCDC and The S.C General Counsel have applied towards SCDC policy as well as statutory South Carolina State Law. Up under South Carolina policy ADM-15.13-7.1 Deductions of the pay of inmates participating in the Prison Industries Private Sector Program (PIE) and the Community Work Program will be subject to the deductions stated in South Carolina Code of Laws, section 24-3-40. S.C. Statutory Code 24-3-40 2(b),3, and 5, clearly state without any degree of ambiguity how P.I. funds are to be disbursed from the gross amount. In the instant matter before This Honorable Court, the gross total amount of the settlement is \$152,372.66 of which \$30,474.53 should be applied to 20% victim restitution, \$53,330.43 should be applied to 35% child support, and \$15,237.26 is to be applied to 10% long-term savings.

Leaving the net amount of \$53,330.44 to be placed on my E.H.Cooper Trust Fund - Account.

Rather than adhere to their own polices as well as South Carolina Statutory Law, SCDC and The office of South Carolina General Counsel has deferred to some sort of delusional creative accounting. Forfeiting appellant's rightfully owed child support as well as Long-Term Savings. These facts alone are the reason that a settlement has not been reached in this matter.

In the original settlement offer (please see exhibit #1 ), no gross settlement amount or statutory deductions were presented to Appellant. Yet, in the Final Agency Decision Contract all applicable deductions are presented to this Honorable Court. Therefore, based upon Respondent's failure to comply with South Carolina statutory law 24-3-40 in regards to deductions of P.I. funds Appellant respectfully request that this Honorable South Carolina Court of Appeals dismiss Respondent's Motion to Dismiss Appeal as moot. Please see (Exhibits 2 and 3 ).

Respectfully Submitted,

By: 

This 23 day of January 2025.

## TABLE OF CONTENTS

	Page
Table of Authorities . . . . .	1 of 1
Facts . . . . .	1 of 2 + 2 of 2
Arguments . . . . .	1 of 2 + 2 of 2
Exhibits . . . . .	1 of 4 - 3 of 6
Proof of Service . . . . .	3 of 3

## TABLE OF AUTHORITIES

SCDC Policy ADM-15.13-7.1	1 of 2
S.C. Code Ann. + 24-3-40	1 of 2, + 2 of 2

STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

**RECEIVED**

APPEAL FROM THE ADMINISTRATIVE LAW COURT

JAN 30 2025

Administrative Law Judge Crystal M. Rookard

SC Court of Appeals

---

ALC Case No. 23-ALJ-04-0672-AP  
Appellate Case No. 2024-001910

---

STEVEN HARVEY, # 240138,

APPELLANT,

v.

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,

RESPONDENT.

---

**MOTION TO DISMISS APPEAL AS MOOT**

---

Appellant filed an appeal challenging an order of the Administrative Law Court (ALC) which dismissed his request to be paid the prevailing wage for the time that he worked in Prison Industries. The ALC's Order dismissed Appellant's claim for failure to exhaust his administrative remedies without addressing the merits of the claim. In late December 2024, Appellant was presented with a settlement offer for full net authority to resolve this matter, but Appellant declined. Therefore, on January 15, 2025, Appellant was served with a Final Agency Decision (see attached redacted Final Agency Decision packet – 5 pages) which set forth the Department's backpay wage calculations for all of Appellant's work in Prison Industries at the

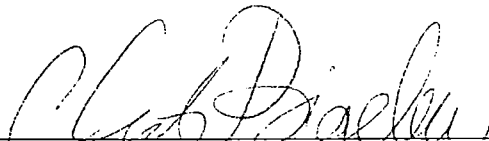
prevailing wage rate and noted that Appellant had rejected the Department's offer for the full net amount. The Final Agency Decision also provided that that if Appellant wished to dispute the Department's calculations or the time period of the calculations, he could file a new Notice of Appeal to the Administrative Law Court. Importantly, Appellant cannot challenge the issue of his wage calculations in this appeal because those calculations were not before the lower court. See SCACR, Rule 210 (c) and (h). Again, the lower court dismissed the matter for failure to exhaust administrative remedies and did not reach the merits of the claim for backpay.

Accordingly, since the instant matter is now moot since Appellant now has a proper mechanism to challenge the Department's wage calculations, Respondent respectfully requests that this appeal be dismissed.

Respectfully submitted,

**SOUTH CAROLINA DEPARTMENT  
OF CORRECTIONS**

BY:



**CHRISTINA C. BIGELOW**

Deputy General Counsel

Office of General Counsel

S.C. Department of Corrections

Post Office Box 21787

Columbia, South Carolina 29221

(803) 896-8508

**ATTORNEY FOR RESPONDENT**

January 17, 2025

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-04-0672-AP  
Appellate Case No. 2024-001910

**RECEIVED**

JAN 30 2025

SC Court of Appeals

STEVEN HARVEY, # 240138,

APPELLANT,

v.

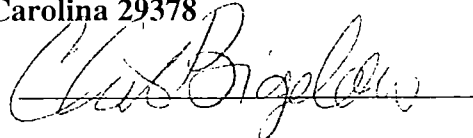
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,

RESPONDENT.

**CERTIFICATE OF SERVICE**

Undersigned counsel hereby certifies that on this date, she mailed a copy of the Respondent's **Motion to Dismiss Appeal as Moot** to Appellant, addressed as follows:

**Steven Harvey, # 240138**  
**Livesay Correctional Institution**  
**N6-0040**  
**Post Office Box 580**  
**Una, South Carolina 29378**



**Christina Catoe Bigelow**  
S. C. Department of Corrections  
Post Office Box 21787  
Columbia, S. C. 29221  
(803) 896-8508

January 17, 2025



**SOUTH CAROLINA**  
DEPARTMENT OF CORRECTIONS  
*Division of Legal Counsel & Compliance*

HENRY McMASTER, Governor  
BRYAN P. STIRLING, Director

January 17, 2025

The Honorable Jenny A. Kitchings  
Clerk of Court, S.C. Court of Appeals  
Post Office Box 11629  
Columbia, South Carolina 29211

**RECEIVED**

JAN 30 2025  
SC Court of Appeals


**RE: Steven Harvey, # 240138 v. South Carolina Department of Corrections**  
**Appellate Case No. 2024-001910**

Dear Ms. Kitchings:

Enclosed please find Respondent's **Motion to Dismiss Appeal as Moot** in the above referenced matter, along with **Proof of Service**. A copy of the same is being mailed to Appellant today.

Thank you for your attention to this matter, and please do not hesitate to contact me should there be any questions or concerns.

Sincerely,

  
Christina Catoe Bigelow  
Deputy General Counsel  
South Carolina Department of Corrections  
S.C. Bar No. 73562

cc: Steven Harvey, # 240138  
Livesay Correctional Institution  
N6-0040  
Post Office Box 580  
Una, South Carolina 29378

**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS  
OFFICE OF GENERAL COUNSEL  
INMATE CORRESPONDENCE  
FOR SETTLEMENT PURPOSES ONLY**

TO: Steven Harvey  
SCDC #: 240138  
INSTITUTION: Livesay – N6-0040  
FROM: Office of General Counsel  
DATE: December 23, 2024  
RE: Settlement Offer for PI Pay Issues

Dear Mr. Harvey:

The Office of General Counsel would like to extend an offer to you to settle all issues related to your inmate pay complaints. Enclosed is a Final Settlement Agreement and Release of All Claims. The amount being offered covers your entire work history between May 2007 through January 2023. Please review and, if you agree with it, sign the Final Settlement Agreement and Release of All Claims and return the original. The agreement will be then signed/finalized by a designated representative from the Office of General Counsel at Headquarters. SCDC will then request a check from the State Treasurer's Office. It may take up to sixty days for the check to be issued. The amount stated in the settlement agreement represents the total settlement which will be placed in Inmate's E.H. Cooper Inmate Account. The above stated amount is the total settlement amount and no additional funds will be paid for child support or placed into long-term savings. Funds paid as settlements are not subject to statutory deductions. The only deductions not taken are any applicable taxes, for which you will be responsible.

Please note that the inmate pay statute, S.C. Code 24-3-430(D), was amended effective May 21, 2024, and it eliminated the language requiring that inmates be paid the prevailing wage going forward.

If you have any questions, concerns, or comments, please send a request to the Legal workflow on the tablet or kiosk. Thank you for your attention to this matter.

**FINAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

I, Steven Harvey, # 240138, hereby voluntarily enter into this Final Release of All Claims.

Steven Harvey, # 240138, (hereinafter "Inmate") for and in consideration of the promise and agreement hereby made on behalf of the South Carolina Department of Corrections ("SCDC") to pay a total of \$53,330.54 to Inmate, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Inmate does hereby release, acquit, and forever discharge SCDC, its agents, successors and assigns, current and former employees, current and former elected officials, or attorneys and any and all other firms, persons, associations, corporations, or entities, whether herein named or referred to or not, from any and all claims, grievances, Administrative Law Court cases, appeals, demands, causes of actions, actions or suits of any kind or nature whatsoever, including, but not limited to, all claims, known or unknown, up to and including the date of this Release relating in any way to the monies of any kind paid to Inmate, including but not limited to claims that inmate was not paid the "prevailing wage" pursuant to S.C. Code Ann. § 24-3-430 (d). This Release specifically includes any claim relating to remittances of monies, back payment of wages, and any other damages of any kind whatsoever, whether in tort or contract or any other basis, on account of or arising out of or in any way relating to Inmate's participation in the Prison Industries Program, including any Prison Industries Enhancement Program ("PIE" or "PIECP") while incarcerated at the South Carolina Department of Corrections. This Release specifically includes any matters currently pending in any South Carolina or Federal court, including any appellate court. Inmate agrees that any pending court matter shall be ended and/or dismissed with prejudice and Inmate shall sign any necessary documents to effectuate dismissal.

Inmate hereby declares that the terms of this Final Release have been completely read, fully understood, and voluntarily accepted for the purpose of making a full and final compromise and settlement of any and all claims and or losses against SCDC and any and all firms, persons, or corporations liable or who might be claimed to be liable. Inmate understands that the express purpose of this Release is to forever preclude any further or additional claims by or on behalf of Inmate arising out of or in any way related to Inmate's participation in the Prison Industries Program, including any Prison Industries Enhancement Program ("PIE" or "PIECP"), and it is further understood and agreed that this Final Release may be plead as a bar to any claim of any kind whatsoever which may be asserted by Inmate or on his behalf in connection with the aforementioned participation in the Prison Industries Program.

This Final Release of All Claims shall be interpreted and governed in accordance with the laws of the State of South Carolina.

Inmate agrees that he has not assigned, transferred, or conveyed in any manner all or any part of his legal claims or legal rights against the other in connection with the matters described above related to claims related to Prison Industries or pay.

Inmate understands that SCDC is not withholding any amount or paying any amount on behalf of Inmate for taxes. Inmate specifically agrees that, to the extent any tax liability (state,

federal or otherwise) may now or hereafter become due because of the payment of any sums pursuant to this Agreement or claims against SCDC, such liabilities shall be his sole responsibility, and he shall pay any taxes, penalties or interest which may be due and payable. Moreover, if, for any reason, at any time, a claim is made against SCDC for taxes of any kind on the payments made hereunder, Inmate agrees within thirty (30) days of being notified of such claim(s) to indemnify SCDC, its officers, directors, and/or agents and to hold them harmless against such claims, including any penalties and/or interest.

In consideration of the above payment, the undersigned also agree(s) that this settlement is the compromise of a disputed claim and that the payment made in settlement thereof is not to be construed as an admission of liability on the part of SCDC. **The above stated amount represents the total settlement which will be placed in Inmate's E.H. Cooper Inmate Account. The above stated amount is the total settlement amount and no additional funds will be paid for child support or placed into long-term savings. Funds paid as settlements are not subject to statutory deductions.**

The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned and that this release contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

I HAVE READ THE FOREGOING RELEASE.

\_\_\_\_\_  
Steven Harvey, # 240138

\_\_\_\_\_  
Signature for SCDC (to be completed at Headquarters)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

CONFIDENTIAL

**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS  
OFFICE OF GENERAL COUNSEL**

**FINAL AGENCY DECISION**

TO: Steven Harvey, # 240138  
INSTITUTION: Livesay – N6-0040  
FROM: Office of General Counsel  
DATE: January 15, 2025  
RE: Prison Industries Inmate Pay

Dear Mr. Harvey:

SCDC has calculated your pay at the prevailing wage rate for your Prison Industries job code(s) from May 2007 through January 2023. Any labor performed at any other time was not subject to the prevailing wage statute. Our calculations resulted in the following:

**Gross total: \$152,372.66**  
**Deductions that would apply if paid as backpay:**  
    **20% Victim Restitution: \$30,474.53**  
    **35% Child Support: \$53,330.43**  
    **10% LT Savings: \$15,237.26**  
**Net total: \$53,330.44**

SCDC believes its calculations are correct, as these calculations are supported by the attached documentation, which consists of a spreadsheet showing the hours and calculations and a chart showing the prevailing wage for your job code(s). However, it is our understanding that you disagree with SCDC's calculations and have rejected the offer(s) sent to you for the full net total.

In order to provide you with the opportunity to challenge the calculations or time period involved, we are issuing this **FINAL AGENCY DECISION** in the matter of your inmate pay for all work in Prison Industries. Again, if you dispute the time period in question or the calculations, you may file an appeal. An ALC appeal form is being provided as a part of this packet. If you decide to appeal, you will note that the form asks for your grievance number. In that space, simply write "Final Agency Decision dated 1/15/2025."

**This Final Agency Decision Packet (5 pages) was served on Inmate Steven Harvey, # 240138, on**

1-15-25 (date) by Jimmy Smith (name of person

serving the documents).

# Exhibit #2

Code #K3BH1AA1	Pay Period	Hours Worked	Overtime	Hourly rate	Federal Minimum Wage	Prevailing Wage	Difference
							240138 Harvey Steven
51-7042	05/01/2022-01/01/2023	1047.50		\$7.25	\$7.25	\$18.30	\$11,574.88
51-7042	OVERTIME		88.25	\$10.88	\$10.88	\$27.45	\$1,462.74
51-7042	11/17/2021-04/30/2022	608.00		\$7.25	\$7.25	\$16.78	\$5,794.24
51-7042	OVERTIME		0.00	\$10.88	\$10.88	\$25.17	\$0.00
51-9199	05/01/2021-11/16/2021	950.50		\$7.25	\$7.25	\$16.70	\$8,382.23
51-9199	OVERTIME		41.75	\$10.88	\$10.88	\$25.05	\$591.81
51-9199	05/01/2020-04/30/2021	1020.75		\$7.25	\$7.25	\$18.43	\$11,411.99
51-9199	OVERTIME		8.25	\$10.88	\$10.88	\$27.65	\$138.35
51-9199	05/01/2019-04/30/2020	1442.00		\$7.25	\$7.25	\$16.76	\$13,713.42
51-9199	OVERTIME		21.75	\$10.88	\$10.88	\$25.14	\$310.26
51-9199	09/17/2018-10/01/2018	0.25		\$7.32	\$7.25	\$13.84	\$1.63
51-9199	OVERTIME		0.00	\$10.98	\$10.88	\$20.76	\$0.00
51-9199	05/01/2018-09/16/2018	374.25		\$7.33	\$7.25	\$13.94	\$2,436.37
51-9199	OVERTIME		0.00	\$11.00	\$10.88	\$20.76	\$0.00
51-9199	06/02/2017-04/30/2018	1144.50		\$7.30	\$7.25	\$13.83	\$7,473.59
51-9199	OVERTIME		0.00	\$10.95	\$10.88	\$20.75	\$0.00
51-9199	05/01/2017-06/01/2017	96.25		\$7.25	\$7.25	\$13.83	\$633.33
51-9199	OVERTIME		0.00	\$10.88	\$10.88	\$20.75	\$0.00
51-9199	06/17/2014-04/30/2017	419.50		\$7.25	\$7.25	\$17.56	\$4,325.05
51-9199	OVERTIME		0.00	\$10.88	\$10.88	\$26.34	\$0.00
51-9199	05/01/2014-06/16/2014	178.75		\$7.48	\$7.25	\$17.56	\$1,801.80
51-9199	OVERTIME		0.00	\$11.22	\$10.88	\$26.34	\$0.00
51-9199	09/02/2013-04/30/2014	1349.50		\$7.48	\$7.25	\$15.00	\$10,148.24
51-9199	OVERTIME		102.50	\$11.22	\$10.88	\$22.50	\$1,156.20
51-9199	05/01/2013-09/01/2013	678.75		\$7.45	\$7.25	\$15.00	\$5,124.56
51-9199	OVERTIME		42.00	\$11.18	\$10.88	\$22.50	\$475.65
51-9199	09/02/2012-04/30/2013	1303.50		\$7.45	\$7.25	\$13.59	\$8,003.49
51-9199	OVERTIME		93.75	\$11.18	\$10.88	\$20.39	\$863.44
51-9199	05/01/2012-09/01/2012	652.75		\$7.42	\$7.25	\$13.59	\$4,027.47
51-9199	OVERTIME		43.00	\$11.13	\$10.88	\$20.39	\$397.97
51-9199	05/01/2011-04/30/2012	1728.75		\$7.42	\$7.25	\$13.13	\$9,871.16
51-9199	OVERTIME		55.25	\$11.13	\$10.88	\$19.70	\$473.22
51-9199	10/02/2010-04/30/2011	1046.75		\$7.39	\$7.25	\$12.45	\$5,296.56
51-9199	OVERTIME		2.75	\$11.09	\$10.88	\$18.68	\$195.44
51-9199	05/01/2010-10/01/2010	760.50		\$7.36	\$7.25	\$12.45	\$3,870.95
51-9199	OVERTIME		29.50	\$11.04	\$10.88	\$18.68	\$446.65
51-9199	08/17/2009-04/30/2010	990.75		\$7.36	\$7.25	\$12.36	\$4,953.75
51-9199	OVERTIME		19.75	\$11.04	\$10.88	\$18.54	\$148.13
51-9199	07/17/2009-08/16/2009	110.00		\$7.33	\$7.25	\$12.36	\$553.30
51-9199	OVERTIME		0.00	\$11.00	\$10.88	\$18.54	\$0.00
51-9199	05/01/2009-07-16/2009	350.50		\$6.63	\$6.55	\$12.36	\$2,008.37
51-9199	OVERTIME		0.00	\$9.95	\$9.83	\$18.54	\$0.00
51-9199	07/17/2008-04/30/2009	1257.25		\$6.63	\$6.55	\$12.29	\$7,116.04
51-9199	OVERTIME		41.25	\$9.95	\$9.83	\$18.44	\$350.21
51-9199	05/01/2008-07/16/2008	355.25		\$5.90	\$5.85	\$12.29	\$2,270.05
51-9199	OVERTIME		0.50	\$8.85	\$8.78	\$18.44	\$33.55
51-9199	07/17/2007-04/30/2008	1581.25		\$5.90	\$5.85	\$12.27	\$10,072.56
51-9199	OVERTIME		158.50	\$8.85	\$8.78	\$18.41	\$1,514.47
51-9199	05/17/2007-07/16/2007	315.00		\$5.15	\$5.15	\$12.27	\$2,242.80
51-9199	OVERTIME		13.00	\$7.73	\$7.73	\$18.41	\$106.80
	<b>TOTAL</b>	<b>19762.75</b>	<b>813.75</b>				<b>\$152,372.66</b>
	Amount Due						

<b>DEDUCTIONS</b>	
20% victim restitution	\$30,474.53
35% child support	\$53,330.43
10% LT savings	\$15,237.26
total deductions	\$99,042.22
<b>NET TOTAL</b>	<b>\$53,330.44</b>

South Carolina Occupational Average Mean Wages for SOC Codes 2024-1997

Occupation Title	SOC Code	Hourly Mean Wage																		
		May 2024-April 2025	May 2023-April 2024	May 2022-April 2023	May 2021-April 2022	May 2020-April 2021	May 2019-April 2020	May 2018-April 2019	May 2017-April 2018	May 2016-April 2017	May 2015-April 2016	May 2014-April 2015	May 2013-April 2014	May 2012-April 2013	May 2011-April 2012	May 2010-April 2011	May 2009-April 2010	May 2008-April 2009	May 2007-April 2008	
Janitors and Cleaners	37-2011	not available	\$ 14.70	\$ 13.44	\$ 12.05	\$ 12.08	\$ 11.57	\$ 11.23	\$ 10.88	\$ 10.60	\$ 10.29	\$ 10.20	\$ 10.24	\$ 10.08	\$ 10.71	\$ 10.05	\$ 9.83	\$ 9.55	\$ 8.98	
Office Clerks, General	43-9061	not available	\$ 17.66	\$ 16.32	\$ 15.46	\$ 14.63	\$ 13.70	\$ 13.37	\$ 13.10	\$ 13.38	\$ 13.21	\$ 13.03	\$ 12.58	\$ 12.72	\$ 12.60	\$ 12.36	\$ 11.66	\$ 11.56	\$ 11.30	
Maintenance and Repair Workers, Mechanical	49-9071	not available	\$ 22.34	\$ 20.75	\$ 19.77	\$ 18.88	\$ 18.09	\$ 17.72	\$ 17.73	\$ 17.38	\$ 17.37	\$ 17.51	\$ 17.13	\$ 17.10	\$ 16.82	\$ 16.44				
Electronic Assemblers and Helpers	51-7022	not available								\$ 16.54	\$ 17.78	\$ 18.13	\$ 16.70	\$ 14.96	\$ 14.89	\$ 14.49	\$ 15.04	\$ 14.27	\$ 14.87	
Electrical, Electronic, and Telecommunications Equipment Installers and Repairers	51-2028	not available	\$ 20.61	\$ 19.39	\$ 18.91	\$ 18.24	\$ 18.25	\$ 18.40	\$ 17.67											
Miscellaneous Assemblers and Helpers	51-2090	not available	\$ 20.61	\$ 19.44	\$ 17.12	\$ 13.01	\$ 16.77													
Sewing Machine Operators	51-7041	not available	\$ 18.79	\$ 17.09	\$ 16.28	\$ 15.51	\$ 15.24	\$ 14.06	\$ 13.83	\$ 13.32	\$ 13.34	\$ 12.96	\$ 12.79	\$ 13.79	\$ 13.25	\$ 12.47	\$ 12.33	\$ 12.08	\$ 12.80	
Woodworking Machinists	51-7042	not available	\$ 19.56	\$ 18.30	\$ 16.78	\$ 15.07	\$ 14.39	\$ 14.12	\$ 13.79	\$ 13.66	\$ 13.36	\$ 15.11	\$ 14.49	\$ 13.94	\$ 12.25	\$ 12.28	\$ 12.20	\$ 12.38	\$ 12.06	
Inspectors, Testers, and Sorters	51-9061	not available	\$ 22.12	\$ 20.53	\$ 19.05	\$ 18.98	\$ 19.12	\$ 18.80	\$ 18.56	\$ 18.00	\$ 17.55	\$ 17.17	\$ 16.55	\$ 16.15	\$ 15.94	\$ 15.74	\$ 15.75	\$ 15.01	\$ 14.31	
Woodworkers, All	51-7059	not available								\$ 14.48		\$ 14.58			\$ 13.51	\$ 13.88	\$ 13.57	\$ 11.12		
Grinding and Polishing Workers	51-9002	not available	\$ 21.30	\$ 20.79	\$ 19.57	\$ 16.43	\$ 13.89	\$ 13.45	\$ 13.57	\$ 14.78	\$ 13.05	\$ 13.71	\$ 13.59	\$ 13.82	\$ 12.74	\$ 12.45	\$ 11.99	\$ 12.02	\$ 12.63	
Helpers-Production	51-9198	not available				\$ 15.39	\$ 14.25	\$ 14.37	\$ 12.35	\$ 10.78	\$ 11.74	\$ 12.84	\$ 11.30	\$ 12.41	\$ 11.92	\$ 11.49	\$ 11.46	\$ 10.92	\$ 10.35	
Production Workers	51-9199	not available	\$ 19.12	\$ 17.19	\$ 16.70	\$ 18.43	\$ 16.76	\$ 13.84	\$ 13.83	\$ 15.70	\$ 18.64	\$ 17.56	\$ 15.00	\$ 13.99	\$ 13.13	\$ 12.45	\$ 12.36	\$ 12.28	\$ 12.27	
Industrial Truck and Tractor Operators	53-7051	not available	\$ 20.35	\$ 19.02	\$ 17.51	\$ 17.33	\$ 17.37	\$ 16.74	\$ 15.93	\$ 15.69	\$ 14.71	\$ 14.55	\$ 14.43	\$ 14.24	\$ 14.02	\$ 13.84	\$ 14.25	\$ 13.80	\$ 13.49	
Packers and Packers, Material Handling	53-7054	not available	\$ 15.00	\$ 14.52	\$ 13.62	\$ 12.69	\$ 12.24	\$ 11.34	\$ 10.89	\$ 12.49	\$ 10.96	\$ 10.83	\$ 11.06	\$ 10.73	\$ 10.71	\$ 10.53	\$ 10.14	\$ 9.72	\$ 8.93	
Helpers, Mechanical	98-102	not available																		
Woodworking Machinists	92311	not available																		
Woodworking Machinists	92314	not available																		
First-Line Supervisors	81017	not available																		

3 of 5

Exhibit #2

### Exhibit #3

#### FACTS OF THE CASE

ACCORDING TO THE RECORD ON APPEAL. APPELLANT STARTED EMPLOYMENT JUNE 2007 AND ENDED EMPLOYMENT JANUARY 2023. APPELLANT WORKED A TOTAL OF 19,812.5 STRAIGHT TIME HOURS (DOES NOT INCLUDE OVERTIME HOURS). APPELLANT WAS NOT PAID THE PREVAILING WAGE. APPELLANT WAS NOT PAID THE MINIMUM WAGE FROM JUNE 2007 TO JULY 2009, ACCORDING TO RECENT SETTLEMENTS, SC DEPARTMENT OF GENERAL COUNSEL IS USING \$16.36 AS THE PREVAILING WAGE.  $\$16.36 - \$7.25 \times 19,812.5 = \$180,492$  THAT IS OWED TO APPELLANT. THAT AMOUNT DOES NOT INCLUDE OVERTIME HOURS OR HOURS THAT WERE PAID BELOW THE MINIMUM WAGE.

SCDC IN THEIR STEP 2 GRIEVANCE DENIAL ARE IGNORING TORRENCE V SCDC 433 SC 633. PARAGRAPH 13.9 OF THE DEPARTMENT'S POLICY GA-01.12 WHICH PROVIDE "EXCEPTIONS TO THE 15 DAY TIME LIMIT REQUIREMENT WILL BE MADE FOR GRIEVANCES CONCERNING POLICIES/PROCEDURES" THE ALC NOTED. 433 SC 224 SECTION II "24-3-430 PROVIDES THAT INMATES MUST RECEIVE THE PREVAILING WAGE" SECTION III "IT IS FURTHER ORDERED THAT SCDC DISBURSE THE DIFFERENCE BETWEEN THE AMOUNTS PREVIOUSLY DISBURSED AND THE PREVAILING WAGE". WICKER V. SCDC DOCKET NO. 21-ALJ-04-0153-AP SCDC'S MOTION TO REMAND " SCDC RESPECTFULLY MOVES THIS COURT

## Exhibit #3

THEREFORE IT IS EVIDENT THAT SCDC VIOLATED MY STATUTORY RIGHTS BY NOT PAYING THE PREVAILING WAGE.

### ISSUE ONE BEFORE THE COURT

WAS SCDC VIOLATING APPELLANT'S STATUTORY RIGHTS TO SC CODE OF LAW 24-3-430(D) BY NOT PAYING HIM THE PREVAILING WAGE. THE MEAN AVERAGE PREVAILING WAGE AS DETERMINED BY THE SC DEPARTMENT OF EMPLOYMENT AND WORKFORCE.

### ISSUE TWO BEFORE THE COURT

WAS SCDC VIOLATING APPELLANT'S STATUTORY RIGHTS TO SC CODE OF LAW 24-3-315 BY NOT PAYING HIM THE PREVAILING WAGE. THE MEAN AVERAGE PREVAILING WAGE AS DETERMINED BY THE SC DEPARTMENT OF EMPLOYMENT AND WORKFORCE.

### CONCLUSION

ALL ADMINISTRATIVE REMEDIES WERE EXHAUSTED. THE LIVESAY AND COLUMBIA GRIEVANCE OFFICES FAILED TO FOLLOW GRIEVANCE POLICY AND PROCEDURES. SCDC HAS SET A PRECEDENT BY ISSUING PREVAILING WAGE SETTLEMENTS AND CONTINUES TO ISSUE SETTLEMENTS.

Exhibit #3

THEREFORE, APPELLANT RESPECTFULLY ASKS THE ADMINISTRATIVE LAW COURT TO ORDER SCDC TO REMIT TO THE APPELLANT THE DIFFERENCE BETWEEN THE AMOUNTS PREVIOUSLY DISBURSED AND WHAT SHOULD HAVE BEEN DISBURSED.

APRIL 29, 2024

RESPECTFULLY SUBMITTED,

*Steven Harvey*

STEVEN HARVEY 240138

PO BOX 580

UNA, SC 29378

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-04-0672AP  
Appellant Case No: 2024-001910

Steven Harvey, #240138  
Appellant,

v.

South Carolina Dept.  
of Corrections,  
Respondent,


RECEIVED  
JAN 30 2025  
SC Court of Appeals

PROOF OF SERVICE

I, Steven Harvey hereby certifies that on this date, I mailed a copy of Appellant's Reply brief to Respondent's Motion to Dismiss Appeal as Moot to all pertinent parties addressed as follows:

Jenny Abbott Kitchings  
Clerk of Court S.C Court of Appeals  
P.O.Box 11629  
Columbia, SC 29211

-----  
S.C Office of General Counsel  
4444 Broad River Rd./P.O.Box 21787  
Columbia, SC 29221-1787



Steven Harvey

P.O.Box 580  
Una, SC 29378

January 23, 2025

Steven Harvey # 240138  
Livesay C.I. Unit 6-40A  
P.O. Box 580  
Una, SC 29378



Jenny Abbott Kitchinas  
Clerk of Court S.C. Court of Appeals  
POST OFFICE BOX 11629  
Columbia, SC 29211

1-30

SCDC  
JAN 22 2025  
MAIL ROOM

RECEIVED  
JAN 30 2025  
SC Court of Appeals