

STATE OF SOUTH CAROLINA
In The Court Of Appeals
APPEAL FROM THE ADMINISTRATIVE LAW COURT
Robert L. Reibold, Administrative Law Judge
Case No. 23-ALJ-04-0768

Sidney Fields # 254392

APPELLANT

V.

S.C. Dept. Of Corrections

RESPONDENT

INITIAL BRIEF OF APPELLANT

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SC Court of Appeals

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STATEMENT OF ISSUES ON APPEAL

WHEN APPELLANT REQUESTED TO MODIFY THE PREVAILING WAGE SETTLEMENT AGREEMENT TO EXCLUDE HIS WAGE DEDUCTION CASE FROM THE AGREEMENT AFTER THE AGREEMENT WAS SIGNED BY APPELLANT, WAS THE ADMINISTRATIVE LAW COURT IN ERROR WHEN IT CONCLUDED THAT APPELLANT'S REQUEST FOR A SETTLEMENT MODIFICATION IS AN EQUITABLE REMEDY WHICH IS UNAVAILABLE FROM THE ADMINISTRATIVE LAW COURT?

STATEMENT OF THE CASE

(Preamble)

This matter stems from the fact that Appellant who is an inmate in the S.C. Dept. Of Corrections, was simultaneously litigating two cases in the Adm. Law Court dealing with two separate subject matters pertaining to two separate Prison Industries employments before two different Adm. Law Judges.

The first case is under Docket No. 23-ALJ-04-0768 in which Appellant is currently employed as a license plate manufacturer, and is challenging the deductions from his Prison Industries Wages with Judge Robert L. Reibold presiding.

The second case is under Docket No. 24-ALJ-04-0197 in which Appellant was previously employed from October 2003 to January 2010 making Hardwood Flooring and is seeking Prevailing Wage relief pursuant to Torrence v. SCDC (2021) with Judge Crystal Rookard presiding.

Appellant's Statement Of The Case Now Follows:

On January 5, 2024, the Honorable Robert L. Reibold was assigned to preside over appellant's wage deduction case under Docket No. 23-ALJ-04-0768 **Grievance p.14-15 / Notice Of Appeal p.16 / Adm. Law Court's Docket Roster p.17**

On January 12, 2024, Appellant filed his Appellant's Brief citing improper wage deductions from his Prison Industries wages. **Brief p.18** Also on January 12, 2024, Appellant filed a Motion to include contracts into the Record. **Motion p.28-29** On February 16, 2024, Judge Reibold denied the Motion without prejudice. **Order p.2-3**

Also on February 16, 2024, the Honorable Crystal M. Rookard was assigned to preside over Appellant's Prevailing Wage case under Docket No. 24-ALJ-04-0197

On March 14, 2024, the Respondent under Docket No. 23-ALJ-04-0768 before Judge Reibold, Moved the court for an extension of time to file the Record. **Motion p.30** On April 8, 2024, Judge Reibold granted a (30) day extension to the Respondent in which the Record is now due May 8, 2024 **Order p.4-5**

On May 21, 2024, (after 13 days had past since the May 8th extension deadline) Appellant filed a Motion to Reverse and Remand this matter back to the Respondent and to award Appellant the relief he seeks in his Appellant's Brief. **Motion p.31-33**

On May 28, 2024, (after 20 days had past since the May 8th extension deadline) the Respondent asked for a second extension to file the Record and to do so out of time. **Motion p.34 / Motion p.35**

On June 3, 2024, Appellant filed a Motion opposing the Respondent's Motions. **Motion p.36-39** On August 19, 2024, Judge Reibold denied Appellant's Motions and gave the Respondent (15) days to file the Record out of time. **Order p.6-10**

On September 3, 2024, Appellant received the Record pursuant to Judge Reibold's case under Docket No. 23-ALJ-04-0768. However, upon review of the Record, the Record was addressed to Judge Rookard who is presiding over Appellant's Prevailing Wage case. And although the Record was addressed to Judge Rookard, the Record listed Judge Reibold's Docket No. 23-ALJ-04-0768 as the case number for the Record. **Cover Letter p.58**

Furthermore, the Record contained the hours Appellant worked pursuant to his Prevailing Wage case before Judge Rookard. **Hours p.62-66** The Record also contained the Occupational Employment Statistics codes (OES codes) which determines the Prevailing Wage Rate of pay for each occupation. **OES Codes p.67-70**

***It must be noted that Judge Reibold's Docket No. 23-ALJ-04-0768 is printed on each of those pages that pertains to Appellant's Prevailing Wage case. **HOURS p.62-66 / OES Codes p.67-70**

On September 9, 2024, Appellant filed a Motion before Judge Reibold to correct and amend the Record. Appellant informed Judge Reibold that not only is the Record incomplete, the Record contains documents that pertains to his Prevailing Wage case before Judge Rookard. **Motion Cover Letter p.59 / Motion p.40-41**

Appellant further informed Judge Reibold that the Respondent failed to include in the Record the hours pertaining to his wage deduction case. However, the the hours the Respondent did include in the Record pertains to his prevailing wage case before Judge Rookard. Appellant argued before Judge Reibold that this is prejudicial to him because the hours that pertains to his wage deduction case is 250% more than the Prevailing Wage hours that the Respondent included in the Record. **Motion p.41 / Hours p.62-66**

On Septmeber 24, 2024, the Respondent filed a Motion to dismiss Appellant's wage deduction case before Judge Reibold under Docket No. 23-ALJ-04-0768. **Motion p.42-45** On October 3, 2024, Appellant filed a Response to the Respondent's Motion to dismiss. **Motion p.46-48**

On November 6, 2024, General Counsel for the Respondent (Barton Vincent) presented Appellant and several other inmates that same day with settlement offers pertaining to their Prevailing Wage claims. Upon review of the Prevailing Wage settlement paperwork, Appellant noticed that the paperwork not only included Judge Rookards name under Docket No. 24-ALJ-04-0197, the paperwork also listed Judge Rookard's name under Docket No. 23-ALJ-04-0768. **Settlement Paperwork p.51-57**

Appellant informed General Counsel that Docket No. 23-ALJ-04-0768 is not suppose to be apart of the Prevailing Wage settlement agreement, because it's a separate case altogether. General Counsel informed Appellant that he was without the authority to change the paperwork. Appellant accepted the Prevailing Wage settlement offer and signed the paperwork. **Settlement Paperwork p.51-57**

On November 12, 2024, by letter to Judge Reibold, Appellant acknowledged to the Judge that he did signed the Prevailing Wage settlement Paperwork that included the Docket number pertaining to the wage deduction case that he is presiding over. Appellant asked Judge Reibold not to dismiss his case under Docket No. 23-ALJ-04-0768 in accordance to the settlement agreement. **Letter p.60**

Also on November 12, 2024, Appellant by letter informed the Adm. Coordinator for the Office Of General Counsel (Cheron Hess) that the Prevailing Wage paperwork wrongly listed Docket No. 23-ALJ-04-0768. Appellant asserted that although he is in agreement with the settlement offer, he asked that the settlement paperwork be rewritten to exclude Docket No. 23-ALJ-04-0768. The Adm. Coordinator did not respond. **Letter p.61**

On December 2, 2024, the Respondent filed the Stipulation of Dismissal under Docket No. 23-ALJ-04-0768 that listed Judge Rookard as the presiding Judge. **Stipulation p.57**

On December 6, 2024, Judge Rookard finalized and dismissed Appellant's Prevailing Wage case under Docket No. 24-ALJ-04-0197 **Order p.11**

On December 10, 2024, Appellant filed a Motion opposing the Stipulation Of Dismissal before Judge Reibold under Docket No. 23-ALJ-04-0768. Appellant asked for a modification of the settlement agreement to exclude his wage deduction case under Docket No. 23-ALJ-04-0768 from the Prevailing Wage settlement that he agreed too. **Motion p.49-50**

On January 2, 2025, Judge Reibold without an adjudication of Appellant's Motion, opposing the Stipulation of Dismissal, finalized and dismissed Appellant's wage deduction case under Docket No. 23-ALJ-04-0768 citing that modifications of a settlement agreement are Equitable Remedies which are unavailable from the Adm. Law Court. **Order p.12-13**

Appellant's Initial Brief Now Follows:

STANDARD OF REVIEW

Statute Law §1-23-610 sets forth the standard of review when the Court Of Appeals is sitting in review of a decision by the Adm. Law Court on Appeal from an Administrative Agency. Torrence v. S.C. Dept. Of Corrections 433 S.C. 633,642 861 SE2d 36,42 (2021)

And the standard of review is whether the Adm. Law court's findings are supported by substantial evidence. And in determining whether the Adm. Law Court's decision was supported by substantial evidence, this court need only find (considering the Record as a whole) evidence from which reasonable minds could reach the same conclusion that the Adm. Law Court reached. *Id.*

However, this court may reverse, or modify an Adm. Law Court's decision if the decision is controlled by an error of law or clearly erroneous in view of the evidence in the Record as a whole. *Id.*

ARGUMENT

THE ADMINISTRATIVE LAW COURT ERRED IN CONCLUDING THAT SINCE CLAIMS FOR MODIFICATION OF A SETTLEMENT AGREEMENT BETWEEN THE PARTIES ARE EQUITABLE REMEDIES, THEY ARE UNAVAILABLE FROM THE ADMINISTRATIVE LAW COURT. BUT ACCORDING TO SOUTH CAROLINA JURISPRUDENCE, SETTLEMENT AGREEMENTS ARE CONTRACTS, THEREFORE, WHERE THE LANGUAGE OF A SETTLEMENT IS AMBIGUOUS AND IS SUSCEPTIBLE TO MORE THAN ONE INTERPRETATION, IT IS THE DUTY OF OF THE COURT TO ASCERTAIN THE INTENTIONS OF THE PARTIES TO DETERMINE WHETHER MODIFICATION OF A SETTLEMENT AGREEMENT IS WARRANTED!!

In dismissing this case, Judge Reibold of the Adm. Law Court concluded that claims or remedies for rescission or modification of a settlement agreement between the parties are Equitable Remedies which are unavailable from this court. And consequently, the court will make no determination on such matters. ORDER p.12-13

Appellant argues that according to South Carolina Jurisprudence, settlement agreements are viewed as contracts, and it's the court's duty to enforce the contract made by the parties regardless of the parties failure to guard their Rights carefully. Nichols Holding LLC v. Divine Capital Group LLC 416 S.C. 327,335 785 SE2d 613,617 (2016)

Furthermore, the court does not have the Authority to modify it's terms when the agreement is plain and unambiguous. However, where the language of the settlement is ambiguous and is susceptible to more than one interpretation, it is the duty of the court to ascertain the intentions of the parties to determine whether the exclusion of Docket No. 23-ALJ-04-0768 from the settlement agreement is warranted. Visa Antiques And Persian Rugs Inc. v. Noaha LLC 425 S.C. 413,417-418 823 SE2d 179,181 (2009)

This is because the parties intentions is a question of fact to be ascertained by the trier of fact. To ascertain the parties intent, the trier of fact must look at the language of the settlement agreement, the circumstances known to the parties at the time, and all other pertinent, extrinsic evidence. Pee Dee Stores Inc. v. Doyle LLC 381 S.C. 234,245 672 SE2d 799,804 (2009)

However, Judge Reibold erroneously misconstrued the facts in the Record because Appellant's December 10, 2024 letter that Judge Reibold alluded too in his Order, was actually a Motion filed by Appellant titled: "Appellant's Opposition To The Respondent's Stipulation Of Dismissal". In which, Appellant Moved the court to modify the Prevailing Wage settlement agreement to exclude his wage deduction case under Docket No. 23-ALJ-04-0768 from the settlement agreement. **Order p.12-13 / Motion p.49-50**

According to Statute Law, the Adm. law Court was not limited nor restricted from addressing and ruling on Appellant's December 10, 2024 Motion. Because Statute law states that an Adm. Law Judge has the same powers at chambers or in open hearing as do Circuit Court Judges, and to issue those remedial writs as are necessary to give effect to it's jurisdiction. **S.C. Code Ann. §1-23-630(A)**

Furthermore, an Adm. Law Judge may Authorize the use of mediation in a manner that does not conflict with other provisions of law and is consistent with the division's Rules of procedure. **S.C. Code Ann. §1-23-630(B)**

Therefore, according to Statue Law, the Adm. Law Court was not prohibited from addressing and Ruling on Appellant's December 10, 2024 Motion to ascertain the intent of the parties in order to determine whether Appellant's request for the exclusion of Docket No. 23-ALJ-04-0768 from the settlement agreement was warranted. **S.C. Code Ann. §1-23-630(A)(B) / Motion p.49-50 / Pee Dee Stores Inc. v. Doyle 381 S.C. at 238-240, 672 SE2d at 801-802 (2009)**

According to Statute Law §1-23-600, 2a-State agency may apply to the Adm. Law Court for Equitable Relief pursuant to §1-23-630. With that being said, then why can't Appellant apply for, and obtain Equitable Relief? **S.C. Code Ann. §1-23-600 (F)**

In other words, according to circumstances known to the parties at the time of the agreement, and the pertinent and extrinsic evidence in the Record, along with the settlement agreement being susceptible to more than one interpretation, there existed before the Adm. Law Court a genuine issue of material fact as to whether the parties intended Appellant's wage deduction case to be apart of the settlement agreement. Motion p.40-41 / Motion p.49-50 / Letter p.59 / Letter p.60 / Letter p.61 / Hours p.62-66 / OES Codes p.67-70 / Pee Dee Stores Inc. v. Doyle 381 S.C. at 242-244, 672 SE2d at 803-804 (2009)

Therefore, according to the Record, Judge Reibold of the Adm. Law Court, committed Reversible Error when he concluded that modifications of settlement agreements are Equitable Remedies which are unavailable from the Adm. Law Court. Order p.12-13

CONCLUSION

Therefore, not only was the Adm. Law Court's conclusion clearly erroneous in view of the evidence in the Record as a whole, reasonable minds would not have been able to reach the same conclusion that the Adm. Law Court reached. S.C. Code Ann. §1-23-610 (B)(e)

Wherefore, Appellant Sidney Fields now pray that this Honorable court Reverse the Adm. Law Court's decision, and Remand his wage deduction case under Docket No. 23-ALJ-04-0768 back to the Adm. Law Court and Order the court to recommence the proceeding where it was when the case was dismissed in the Adm. Law Court. The following Motions was pending when the matter was dismissed by the Adm. Law Court. 1). Appellant's Motion To Correct And Amend The Record 2). Respondent's Motion To Dismiss 3). Appellant's Motion Opposing The Respondent's Motion To Dismiss. Motions p.40-48

Respectfully Submitted,

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January 30, 2025

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SC Court of Appeals

SIDNEY Fields # 254392

APPELLANT

v.

S.C. DEPT. OF CORRECTIONS

RESPONDENT

PROOF OF SERVICE

I Sidney Fields certify that I have served the INITIAL BRIEF on the S.C. Dept. Of Corrections by depositing a copy of it in the U.S. mail postage prepaid addressed to it's Attorney of Record: Office Of General counsel, P.O. Box 21787 Columbia, S.C. 29221

January 30, 2025

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January 30, 2025

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The Hon. Jenny A. Kitchings
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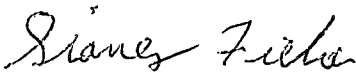
RE: Filing Of Appellant's Initial Brief And Designation Of Matter
Sidney Fields # 254392 v. S.C. Dept. Of Corrections
Case No. 23-ALJ-04-0768

Dear Hon. Kitchings;

On January 21, 2025, my Notice Of Appeal was filed in your office. Enclosed for filing is one original copy of my Initial Brief and one original copy of my Designation Of Matter, with each document having it's own Proof Of Service.

Also enclosed is an extra cover page of the Initial Brief and the Designation Of Matter. Please file stamp each page and return them to me in the enclosed self-addressed stamped envelope provided.

Sincerely,


Sidney Fields # 254392

CC: S.C. Dept. Of Corrections
Office Of General Counsel

