

STATE OF SOUTH CAROLINA
In The Court of Appeals
(In The Supreme Court)

Appeal from the Administrative Law Court
The Honorable Crystal M. Rookard, Administrative Law Judge
Docket No. 23-ALJ-04-0553-AP

Bernard Jackson, #210745..... APPELLANT

v.

S.C. Department of Corrections, ...RESPONDENT

RECORD ON APPEAL

RECEIVED

MAR 04 2025

SC Court of Appeals

Christina C. Bigelow
Deputy General Counsel
SCDC
P.O. Box 21787
Columbia, S.C. 29221
Attorney for the Respondent

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Dear Appellant:

12/1/2023

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Below is information regarding your case which has been filed with the ALC. Please refer to the Rules of Procedure (enclosed) for the time frames on filing briefs and other matters.

Case Type	Case Number	Filing Date	Date Assigned	Judge Last	Case Title (Appellant v. Respondent)	Grievance No.
DOC 04 Appeal	23C0553	11/13/2023	12/1/2023	Kimpson	Bernard Jackson #210745, v. SC DOC	PCI 0501-23



You must file all original documents and correspondence regarding this case directly with the above-named Judge and serve a copy on the Dept. of General Counsel, S.C. Dept. of Corrections, PO Box 21787, Columbia, SC 29221.





SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS
Division of Legal Counsel & Compliance

HENRY McMASTER, Governor
BRYAN P. STIRLING, Director

February 8, 2024

The Honorable Milton G. Kimpson
South Carolina Administrative Law Court
Edgar A. Brown Building, Suite 224
1205 Pendleton Street
Columbia, South Carolina 29201

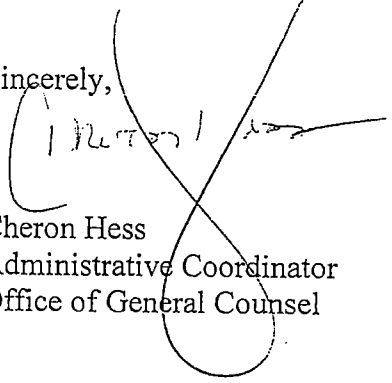
Reference: Inmate Bernard Stacy Jackson, #210745
Docket No. 23-ALJ-04-0553-AP

Dear Judge Kimpson:

Find enclosed an original and one copy of the *Respondent's Motion to Extend Time to File Record* on the above referenced case. Please file the original in your office and return a clocked-in copy to me in the enclosed self-addressed envelope.

If you have any questions or concerns, please do not hesitate to contact me at (803) 896-3922.

Sincerely,


Cheron Hess
Administrative Coordinator
Office of General Counsel

Enclosures

cc: Inmate Bernard Stacy Jackson, #210745
File



**STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT**

Bernard Jackson, #210745

Appellant,

v.

South Carolina Department of Corrections,

Respondent.

Docket Numbers: 23-ALJ-04-0553-AP

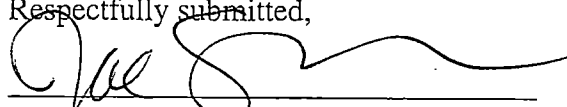
[Grievance No.: PCI 501-23]

Hon. Milton G. Kimpson

**MOTION TO EXTEND TIME TO FILE
RECORD**

NOW COMES the Respondent, by and through the undersigned attorney, and respectfully requests an additional One Hundred Eighty (180) days from the date of the order deciding this motion to file the record in the above captioned case. This request is being made due to the overwhelming volume of prevailing wage cases pending before the Administrative Law Court. Additionally, the Department of Corrections anticipates legislation being passed to amend section 24-3-430(d) of the South Carolina Code of Laws, *i.e.* the prevailing wage statute. Specifically, a bill on this issue has been submitted to the Senate Subcommittee on Corrections and Penology which gave it a favorable reading and will be submitted before the full Committee on February 15, 2024. Because the Respondent is moving to extend the timeframe for filing the record on appeal, Respondent requests that the remaining deadlines be extended the same number of days as well from the date of the order granting such relief. Wherefore, Respondent respectfully requests an additional One Hundred Eighty (180) days to file the record in the above referenced case.

Respectfully submitted,



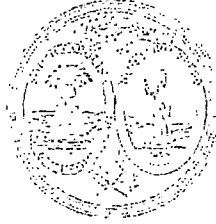
Joseph R. Shakibanasab, SC Bar No.: 102825
South Carolina Department of Corrections
4444 Broad River Road
Columbia, South Carolina 29221

February 2, 2024.
Columbia, SC

STATE OF SOUTH CAROLINA
Administrative Law Court

RALPH K. "TRIPP" ANDERSON, III
Chief Judge

JANA E. SHEALY
Clerk



(803) 734-0550
FAX: (803) 734-6400
WEB: WWW.SCALC.NET

NOTICE OF REASSIGNMENT

In accordance with section 1-23-570 (2005) of the South Carolina Code, it is **ORDERED** that the cases listed below are reassigned to the Honorable Crystal M. Rookard. The Administrative Law Judge may be contacted by mail at 1205 Pendleton Street, Suite 224, Columbia, South Carolina 29201, and by telephone at (803) 734-0550. Pursuant to Rule 4(A) of the Rules of Procedure for the Administrative Law Court (SCALC Rules), all future filings must be filed directly with the assigned judge and shall include the docket number. This notice does not affect any time frames for filing briefs and other matters.

Aaron Dawkins #222478, v. South Carolina Department of Corrections, Docket No. 23-ALJ-04-0545-AP

RobDrecko Niles #259964 v. South Carolina Department of Corrections, Docket No. 23-ALJ-04-0546-AP

Leroy Brice #111021, v. South Carolina Department of Corrections, Docket No. 23-ALJ-04-0547-AP

Oscar McDowell #242647, v. South Carolina Department of Corrections, Docket No. 23-ALJ-04-0548-AP

Angel Rios #391041, v. South Carolina Department of Corrections, Docket No. 23-ALJ-04-0549-AP

Randolph Ashford, #256638, v South Carolina Department of Corrections, Docket No. 23-ALJ-04-0550-AP

Sandtonyo Barber #291757, v. South Carolina Department of Corrections, Docket No. 23-ALJ-04-0551-AP

Bruce McMillan #263739, v. South Carolina Department of Corrections, Docket No. 23-ALJ-04-0552-AP

Bernard Jackson #210745, v. South Carolina Department of Corrections, Docket No. 23-ALJ-04-0553-AP

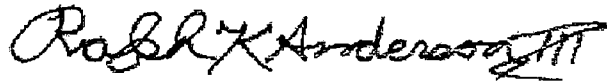
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Eddie Linsey #293468, v. South Carolina Department of Corrections, Docket No. 23-ALJ-04-0554-AP

Timothy Blassingame #213064, v. South Carolina Department of Corrections, Docket No. 23-ALJ-04-0556-AP

Justin Armstrong #327868, v. South Carolina Department of Corrections, Docket No. 23-ALJ-04-0557-AP

AND IT IS SO ORDERED.



Ralph King Anderson, III
Chief Administrative Law Judge

May 3, 2024
Columbia, South Carolina

CERTIFICATE OF SERVICE

I, Stephanie Perez, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).



Stephanie Perez
Judicial Law Clerk

May 3, 2024
Columbia, South Carolina

it appropriate to adjust the schedule in this matter as set forth below to account for the filing and the Department's motion and the Court's ruling on the same.

IT IS THEREFORE ORDERED that the Department's motion for a 180 day extension to file the Record on Appeal is **Denied**.

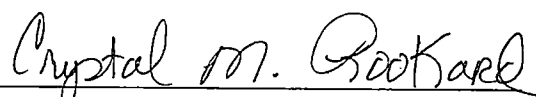
IT IS FURTHER ORDERED that the Department shall file the Record on Appeal within forty-five (45) days from the date of this Order.

IT IS FURTHER ORDERED that Appellant shall file his brief within thirty (30) days from the date the Record on Appeal is filed.¹

IT IS FURTHER ORDERED that the Department shall file its brief within thirty (30) days from the date the Appellant's brief is filed.

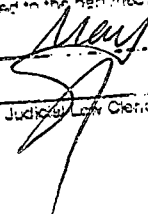
IT IS FURTHER ORDERED that Appellant may file a reply brief within ten (10) days from the date the Department's brief is filed.

AND IT IS SO ORDERED.


The Honorable Crystal M. Rookard
South Carolina Administrative Law Judge

May 15, 2024
Columbia, South Carolina

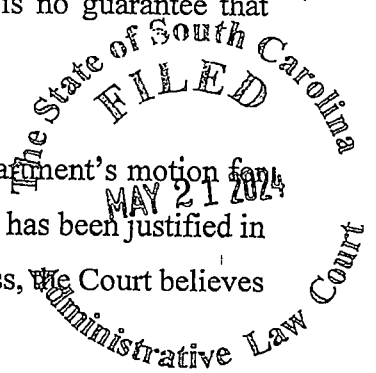
CERTIFICATE OF SERVICE
This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by depositing a copy hereof, in the United States mail, postage paid, or in the interagency Mail Service addressed to the party(ies) or attorney(s).

This 15 day of May
By: 
Judicial Law Clerk

¹ If Appellant has filed a brief prior to the date of this Order, Appellant may file an amended initial brief on or before the due date provided in this Order. Any such amended brief must be designated as such and will otherwise remain subject to the applicable rules of the Court.

Bernard Jackson #210745,)
)
 Appellant,)
)
 v.) **ORDER**
)
 South Carolina Department of Corrections,)
)
 Respondent.)
)

However, the Court must nevertheless address the effect of the Department's motion for an extension of time on the briefing schedule in this matter. The Department has been justified in not filing the Record on Appeal during the pendency of this motion. In fairness, the Court believes



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it appropriate to adjust the schedule in this matter as set forth below to account for the filing and the Department's motion and the Court's ruling on the same.

IT IS THEREFORE ORDERED that the Department's motion for a 180 day extension to file the Record on Appeal is **Denied**.

IT IS FURTHER ORDERED that the Department shall file the Record on Appeal within forty-five (45) days from the date of this Order.

IT IS FURTHER ORDERED that Appellant shall file his brief within thirty (30) days from the date the Record on Appeal is filed.¹

IT IS FURTHER ORDERED that the Department shall file its brief within thirty (30) days from the date the Appellant's brief is filed.

IT IS FURTHER ORDERED that Appellant may file a reply brief within ten (10) days from the date the Department's brief is filed.

AND IT IS SO ORDERED.

Crystal M. Rookard

The Honorable Crystal M. Rookard
South Carolina Administrative Law Judge

May 21, 2024
Columbia, South Carolina

CERTIFICATE OF SERVICE

This is to certify that the undersigned has personally served this order in the above entitled action upon all parties to this cause by depositing a copy thereof, in the United States mail, postage paid, or by certified mail, in the United States addressed to the parties at their last known addresses.

This 21 day of May, 2024.
By: [Signature]
Judy L. Lee, Clerk

¹ If Appellant has filed a brief prior to the date of this Order, Appellant may file an amended initial brief on or before the due date provided in this Order. Any such amended brief must be designated as such and will otherwise remain subject to the applicable rules of the Court.

Bernard Jackson, #210745,	)	Docket No. 23-ALJ-04-0553-AP
	)	[Grievance No. PCI-0501-23]
	)	
Appellant,	)	<i>Hon. Crystal M. Rookard</i>
	)	
v.	)	
	)	NOTICE OF APPEARANCE
South Carolina Department of Corrections,	)	
	)	
	)	
Respondent.	)	
	)	

1014 – Office
29-2511 – Fax
aldpatrick.com

THE SOUTHERN CALIFORNIA
JUL 05 2024
ADMINISTRATIVE LAW COURT

RESPECTFULLY SUBMITTED:



Lake E. Summers
S.C. Bar #064146
Malone, Thompson & Summers LLC
339 Heyward Street – Suite 100
Columbia, South Carolina 29201
(803) 413-2094 – Mobile
(803) 254-3300 – Office
(803) 254-0309 – Fax
summers@mtsollawfirm.com

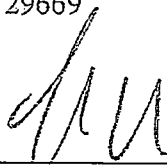
ATTORNEYS FOR RESPONDENT SCDC

Columbia, South Carolina
July 5, 2024

CERTIFICATE OF SERVICE

This is to certify that I have, on this date, served or caused to be served a copy of the **NOTICE OF APPEARANCE** upon the Appellant via United States Mail, First Class postage pre-paid, at the following address:

Bernard Jackson, #210745
Perry Correctional Institution
Q3A-0113-B
430 Oaklawn Road
Pelzer, SC 29669



Lake E. Summers
Malone, Thompson & Summers LLC

ATTORNEYS FOR RESPONDENT SCDC

Columbia, South Carolina
July 5, 2024

**STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT**

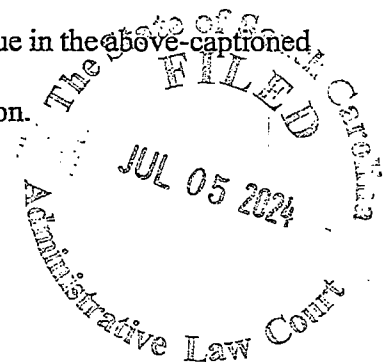
Bernard Jackson, #210745,	)	Docket No. 23-ALJ-04-0553-AP
	)	[Grievance No. PCI-0501-23]
	)	
Appellant,	)	<i>Hon. Crystal M. Rookard</i>
	)	
v.	)	
	)	
South Carolina Department of Corrections,	)	MOTION TO STAY FURTHER PROCEEDINGS FOR 180 DAYS BY THE RESPONDENT
	)	
	)	
Respondent.	)	

Respondent South Carolina Department of Corrections [SCDC], by and through its undersigned outside counsel, respectfully moves the Court for a 180-day stay of further proceedings in the above-captioned matter.

The above-captioned matter concerns a prison industries pay claim, which commenced upon the Appellant filing an administrative grievance, and upon SCDC's denial of his administrative grievance, the Appellant filed a notice of appeal to this Court.

As reflected by previously filed motions in the above-captioned matter, as well as other identically situated matters, an overwhelming volume of prison industries pay claim appeals are pending before this Court. The nature of these appeals, as well as their sheer volume, presents both logistical and substantive challenges for SCDC, and SCDC respectfully submits the nature of these appeals, as well as their sheer volume, present identical if not similar challenges for the Court.

Accordingly, SCDC has recently engaged the undersigned outside counsel, as well as additional outside counsel, to assess the prison industries pay claim at issue in the above-captioned matter and, if possible, work towards resolving it without further litigation.



(14)

The same outside counsel recently engaged by SCDC will likewise assess all other prison industries pay claims currently pending before this Court, and, if possible, work towards resolving them without further litigation.

Given the acknowledged overwhelming volume of these claims, SCDC's undersigned outside counsel, on behalf of both SCDC and the additional outside recently engaged by SCDC, respectfully seeks a 180-day period within which to undertake such efforts.

During this 180-day period, SCDC's undersigned counsel, SCDC, and/or the additional outside counsel recently engaged by SCDC will submit 30-day periodic reports to the Court as to the progress of their efforts.

Therefore, for the above-stated reasons, SCDC's undersigned counsel, on behalf of SCDC, respectfully urges this Court to grant its instant motion.

RESPECTFULLY SUBMITTED:



Lake E. Summers
S.C. Bar #064146
Malone, Thompson & Summers LLC
339 Heyward Street – Suite 100
Columbia, South Carolina 29201
(803) 413-2094 – Mobile
(803) 254-3300 – Office
(803) 254-0309 – Fax
summers@mtsolvlawfirm.com

ATTORNEYS FOR RESPONDENT SCDC

Columbia, South Carolina
July 5, 2024

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Bernard Jackson, #210745,	)	Docket No. 23-ALJ-04-0553-AP
	)	[Grievance No. PCI-0501-23]
	)	
Appellant,	)	Hon. Crystal M. Rookard
	)	
v.	)	
	)	
South Carolina Department of Corrections,	)	MOTION TO STAY FURTHER
	)	PROCEEDINGS FOR 180 DAYS
	)	BY THE RESPONDENT
	)	
Respondent.	)	<u>CERTIFICATE OF SERVICE</u>

This is to certify that I have, on this date, served or caused to be served a copy of the **MOTION TO STAY FURTHER PROCEEDINGS FOR 180 DAYS BY THE RESPONDENT** upon the Appellant via United States Mail, First Class postage pre-paid, at the following address:

Bernard Jackson, #210745
Perry Correctional Institution
Q3A-0113-B
430 Oaklawn Road
Pelzer, SC 29669



Lake E. Summers
Malone, Thompson & Summers LLC

ATTORNEYS FOR RESPONDENT SCDC

Columbia, South Carolina
July 5, 2024



**STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT**

Bernard Jackson, #210745

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

Docket No. 23-ALJ-04-0553-AP
[Grievance No.: PCI-0501-23]

ORDER

This matter is before the South Carolina Administrative Law Court ("ALC" or "Court") pursuant to an appeal filed on November 13, 2023, by Bernard Jackson ("Appellant"), an inmate incarcerated with the South Carolina Department of Corrections ("Department"). The case was assigned on December 1, 2023.¹

On February 9, 2024, the Department filed a Motion for Extension of Time to file the Record on Appeal. In its Motion, the Department sought an additional ninety (90) days due to potential legislation regarding the prevailing wage statute. The Court denied the Department's Motion on May 21, 2024, and ordered the Department to file the Record on Appeal within forty-five (45) days of the Court's Order, or by July 5, 2024. On the day the Record was due, the Department filed a motion to stay the matter for 180 days due to the overwhelming number of wage-based grievances filed by inmates and because it recently engaged outside counsel, Mr. Lake Summers, Esq., to assess and potentially resolve these claims.²

While the Court is aware of the significant number of existing prevailing wage cases and the nature of these matters, the Department has not sufficiently explained why the engagement of additional counsel warrants a stay of 180 days. Nevertheless, the Record is an essential component of this appeal, thus the Court finds reason to further adjust the scheduling for filings in this matter.

IT IS THEREFORE ORDERED that the Department's Motion to Stay is **DENIED**.

¹ The case was originally assigned to the Hon. Milton G. Kimpson but reassigned to the undersigned on May 3, 2024.

² On the same day the Motion was filed, Mr. Summers also filed a Notice of Appearance. The Notice of Appearance not only notified the Court that Mr. Summers had been retained to represent the Department, but also represented that two other attorneys were now acting as counsel for the Department: A. Todd Darwin, Esq., and Steven M. Pruitt, Esq. The Notice of Appearance filed by Mr. Summers is only valid for himself. Each attorney must file a signed Notice of Appearance on their own behalf. SCALC Rule 8(B).

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FILED
JUL 2 2024
SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

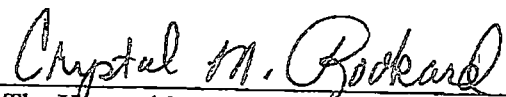
IT IS FURTHER ORDERED that the Department shall have forty-five (45) days from the date of this Order to file the Record on Appeal.

IT IS FURTHER ORDERED that Appellant shall have sixty-five (65) days from the date of this Order to file his brief.

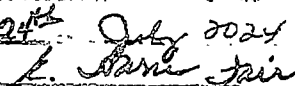
IT IS FURTHER ORDERED that the Department shall have eighty-five (85) days from the date of this Order to file its brief.

IT IS FURTHER ORDERED that Appellant may file a reply brief within ten (10) days from the date the Department's brief is filed.

AND IT IS SO ORDERED.


The Honorable Crystal M. Rookard
South Carolina Administrative Law Judge

July 24, 2024
Columbia, South Carolina

CERTIFICATE OF SERVICE
I, the undersigned, hereby certify that a true and correct copy of the foregoing has been served on the parties to the above-captioned matter by first-class mail, postage paid, on the 24th day of July, 2024, at Columbia, South Carolina.
The 24th July 2024
By 
L. Anne Fair
Attorney at Law

**STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT**

Bernard Jackson, #210745

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

Docket No. 23-ALJ-04-0553-AP
[Grievance No.: PCI-0501-23]

ORDER

This matter is before the South Carolina Administrative Law Court ("ALC" or "Court") pursuant to an appeal filed on November 13, 2023, by Bernard Jackson ("Appellant"), an inmate incarcerated with the South Carolina Department of Corrections ("Department"). The case was assigned on December 1, 2023.¹

Pursuant to Rule 59 of the South Carolina Administrative Law Court Rules the Department is required to file the Record on Appeal within seventy (70) days of assignment. As such, the Record on Appeal was due no later than February 9, 2024. In lieu of filing the Record on February 9, 2024, the Department filed a Motion for Extension of Time to file the Record on Appeal. On May 21, 2024 the Court denied the motion yet, acknowledging the implication of the Department's motion on the scheduling in the matter, adjusted the scheduling order, instructing that the Department file the Record within forty-five (45) days of the Order; Appellant to file his brief within thirty (30) days from the date the Record is filed; and the Department to file its brief within thirty (30) days from the date the Appellant's brief is filed. On July 5, 2024, the Department filed a Motion to Stay the Proceedings for 180 days which the Court denied.

On July 22, 2024, Appellant filed a Motion to Dismiss by Default. Appellant argues the Court should find the Department in default for its failure to comply with Rules 59, 60, and 62 of the South Carolina Administrative Law Court Rules and this Court's prior scheduling orders. Appellant further requests that the Court grant him all back-pay calculations of prevailing wages owed with further direction to the Department to continue paying the federally mandated prevailing wage in accordance with section 24-3-315 and subsection -430(D) of the South Carolina Code and the Department of Economic Workforce. The Court notes Appellant's concerns with the

AUG 22 2024

¹ The case was originally assigned to the Hon. Milton G. Kimpson but reassigned to the undersigned on May 3, 2024.

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The State of South Carolina
Administrative Law Court

Department's difficulty in complying with this Court's orders and rules of the Court. However, the Court is cognizant of the logistical issues the Department has had in addressing the prevailing wage matters. Balancing these considerations, the Court is left to conclude that justice would not be served by resolving the matter adversely to the Department whereas here, the procedural deficiency can be easily corrected.

IT IS ORDERED that the Appellant's Motion to Dismiss by Default is **DENIED**.

AND IT IS SO ORDERED.



The Honorable Crystal M. Rookard
South Carolina Administrative Law Judge

August 22, 2024
Columbia, South Carolina

CERTIFICATE OF SERVICE

I, Elizabeth Brown, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).

Elizabeth Brown

Elizabeth Brown

Judicial Law Clerk to the Honorable Crystal M. Rookard

August 22, 2024
Columbia, South Carolina



Bernard Jackson, #210745
TYRRI - Unit 10 - Rm #211
200 Prison Road
Endree, SC 29335

Administrative Law Court Division
Edgar A. Brown Building
1205 Pendleton Street, Suite 224
Columbia, SC 29201

RE: Bernard Jackson v. SCDC; 23-ALT-04-0553-AP

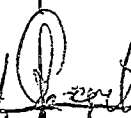
Dear Clerk,

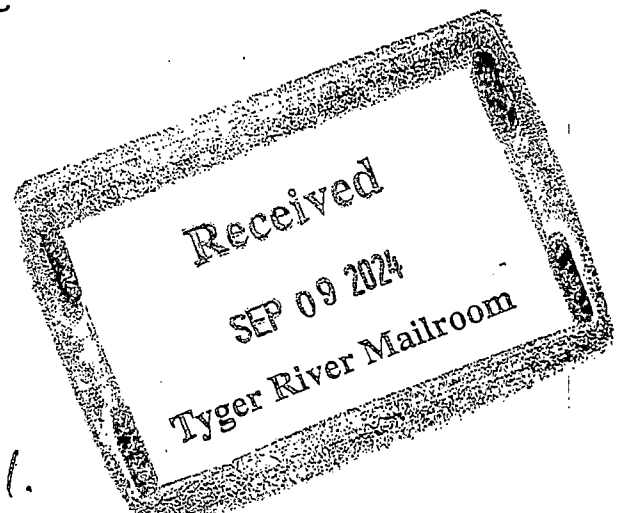
Enclosed, please find Appellants MOTION TO COMPEL
and CERTIFICATE OF SERVICE in the above captioned case.

cc: SCDC

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

Sincerely,

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Bernard Jackson, #210745
Pro-se litigant



(23)

STATE OF SOUTH CAROLINA
IN THE ADMINISTRATIVE LAW COURT

Docket No.: 23-ALJ-04-0553-AP

Grievance No.: PCI-0501-AP

Honorable Crystal M. Rookard

Bernard Jackson #210745

----- Appellant,

-vs-

South Carolina Department of Corrections --- Respondent.

MOTION TO COMPEL

Bernard Jackson #210245
ro-se
TYRCI U/10-A-211
200 Prison Road
Enoree, SC, 29335

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Bernard Jackson, #210745) Docket No.: 23-ALJ-04-0353-AP
Appellant,) Grievance No.: PCI-0501-23
vs,)
South Carolina Department)
of Corrections,)
Respondent.)
MOTION TO COMPEL

NOW comes the Appellant proceeding pro se, on a matter pending before the South Carolina Administrative Law Court (ALC) pursuant to an appeal filed by Bernard Jackson, #210745. (Appellant) on November 13, 2023 and assigned to Hon. Judge Kimpson on December 1, 2023 and reassigned by order of Ralph K. Anderson III to Hon. Crystal M. Rookard on May 3, 2024.

Thereafter, the Department filed a Motion for Extension of time to file the Record on Appeal on February 9, 2024.

According to the S.C. Administrative Law Court Rules, the record on Appeal is due seventy (70) days after the Notice of Assignment was filed on December 1, 2023. See S.C.A.L.C. Rule 59.

The Department filed a Motion to Extend Time on February 9, 2024 requesting a one hundred and eighty (180) day extension.

The Court denied the Department's Motion on May 21, 2024 by Hon. Crystal M. Rookard was reassigned on May 3, 2024 and ordered the Department to file the Record on Appeal within forty-five (45) days at the court's order or by July 5, 2024.

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The Department motion to stay the proceedings for 180 days on July 5, 2024 which the court denied and ordered the Department to file the Record on appeal within 45 days of the order or by September 7, 2024.

Appellant filed a Motion to Dismiss by default on July 22, 2024 because the Department's failure to comply with Rules 59, 60, and 62 of S.C.A.L.C. and this court's scheduling orders.

Respondent's once again violated S.C.A.L.C. Rule 59 and Order of S.C.A.L.C. Judge, namely, Hon. Crystal M. Rookard.

S.C.A.L.C. Rule 62 clearly states:

"Upon motion of any party, or on its own motion, an Administrative Law Judge may dismiss an appeal or resolve the appeal adversely to the offending party for failure to comply with any these rules of procedure for appeals including the failure to comply with any of the time limits provided by this section (v)."

On August 22, 2024, by order of Hon. Crystal M. Rookard, Appellant's motion to dismiss by default was denied stating in relevant part:

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"The court notes Appellant's concerns with the Department's difficulty in complying with this court's orders and rules of this court, however the court is cognizant of the logistical issues the Department has had in addressing the prevailing wage matters, concluding that justice would not be served by resolving the matter adversely to the Department, whereas the procedural deficiency can be easily corrected.

Appellant contends that as of this date this motion to compel is filed the Department still has not filed the Record on Appeal, further frustrating the mode of reasonable procedural norms and court order[s]. Appellant is aware of the S.C.A.L.C. Rules needing to be recognized and is under the impression that seasoned attorneys would have to abide by the same set of rules governing the courts.

Appellant prays that this Honorable Court will not show any prejudice toward him for being an inmate and would show him equal protection of the law, not an abusive discretion of power, or actions that can be characterized as such.

Appellant shows this court that the Department is using the process of ¹revailing cases and extending settlement offers as an excuse to not file the Record on Appeal and has not shown this

27

court an extenuating circumstance to justify its actions which is only holding the court's process up and undermining the court's ministerial duties as well as the Quasi-judicial powers governed by the courts.

Therefore, Appellant prays this Honorable Court would acknowledge its ministerial duties as well as their Quasi-judicial powers and grant the Appellant the following:

1. Order that all of the Respondent's Motions to Extend be denied for their failure to comply with the ALC rules and perpetual disregard for court order[s];

2. Order the Respondents to calculate all of the Appellant's back pay and over-time pay using the appropriate pay scale described in the Occupational Employment Workforce (D.E.W) statistics;

3. Order the Respondents to have Appellant's pay rate adjusted to reflect the rate of pay required under the Occupational Employment Workforce (D.E.W) statistics; the Bureau of Justice Administration (B.J.A.); and S.C. Code Ann. §24-3-315;

4. Rescind its order denying Appellant's Motion to Dismiss by default due to the perpetual disregard for court order[s] by the Respondents. and;

5. Order Respondents to pay Appellant all monies owed to him to include all appropriate deductions, taxes, long term savings account, victim witnesses, Room and board etc... and any other relief deemed proper.

Appellant prays this Honorable Court would recognize this Motion to Compel and would answer this motion in a timely fashion befitting the requirements of law.

Respectfully Submitted,

13/ Bernard Jackson

Bernard Jackson #210745

Pro-se litigant

date: 9th day of
September, 2024

29

CERTIFICATE OF SERVICE

I Bernard Jackson, #210745 am serving a copy of the MOTION TO COMPEL upon SOUTH CAROLINA ADMINISTRATIVE LAW COURT at 1205 Pendleton street, Suite 224, Columbia, SC 29201 by depositing said documents into the United States mail at Tyger River Correctional Institution Mailroom on September 9, 2024.

131 Bernard Jackson

Bernard Jackson #210745

TYRCI U/10-B-211

200 Prison Road

Enoree, SC 29335

CC: SCDC

Lake E. Summers, Esquire

Malone, Thompson & Summers, LLC

339 Heyward Street, Suite 100

Columbia, SC 29201

Dated this 9th day of
September, 2024

30

FINAL RELEASE OF ALL CLAIMS

I, Bernard Jackson, #210745, hereby voluntarily enter into this Final Release of All Claims.

Bernard Jackson, #210745, (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 \$ 17,137.23 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,


Bernard Jackson, #210745

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 and SCDC denies liability of any nature or kind to Inmate. The above stated amount represents the total settlement which will be placed in Inmate's E.H. Cooper Inmate Account. The required statutory deductions for victim restitution and room and board have already been subtracted and no additional funds will be deducted from the above stated amount. The above stated amount is the total settlement and no additional funds will be paid for child support or placed into long-term savings.

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.

IN WITNESS WHEREOF, my hand and seal is hereunto set this 9th day of September, 2024, in the presence of the below named witness.

I HAVE READ THE FOREGOING RELEASE.

WITNESS:

A. Todd Davis

Bernard Jackson
Bernard Jackson #210745

Bernard Jackson, #210745

Re: Docket No.: 23-ALJ-04-0553-AP
[Grievance No.: PCI-0501-23]

Dear Mr. Jackson:

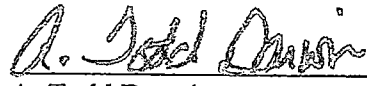
We have agreed to resolve your claim in relation to this matter for the total amount of \$ 17,137.23 and I am providing the Final Release of All Claims, Stipulation of Dismissal, and Statement of Settlement. Please review the Final Release and Stipulation and if you agree, sign all documents. Upon receipt of the signed documents, SCDC will request a check from the State Treasurer's office. It will take approximately thirty days or so for the check to be issued. Once we receive the check, it will be deposited into your Prison Industries Account. It will then be transferred into your E.H. Cooper Inmate Account within three business days. After the check is deposited into your E.H. Cooper Inmate Account, SCDC will file the Stipulation of Dismissal with the Administrative Law Court concluding this case. We will file a copy of the Statement of Settlement with the Court to notify the Court that the case is concluded, but will not file the Stipulation of Dismissal until the settlement funds are deposited into your E.H. Cooper Inmate Account. We will mail a copy of the Release, Stipulation of Dismissal, Statement of Settlement, and this letter once we receive a clocked copy of the Stipulation. **SCDC is not withholding any amount or paying any amount on your behalf for taxes and if any taxes are owed they are your sole responsibility.**

If you have any problems or questions about the conditions, please do not sign the Final Release and Stipulation.

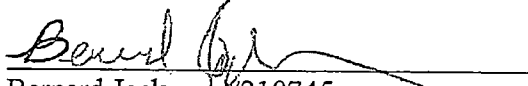
With kindest regards, I am

Sincerely,

Holcombe Bomar, P.A.


A. Todd Darwin

I have read the terms set forth above and agree with these terms.


Bernard Jackson #210745

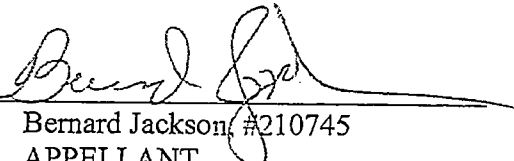
33

STATEMENT OF SETTLEMENT

Docket No.: 23-ALJ-04-0553-AP

[Grievance No.: PCI-0501-23]

The parties hereby notify the Court that they have agreed to settle the above action. The parties will file the original Stipulation of Dismissal once the settlement funds are deposited into Appellant's E.H. Cooper Inmate Account.

By: 
Bernard Jackson, #210745
APPELLANT

By: 
A. Todd Darwin, Esquire
SC Bar #7032
ATTORNEYS FOR RESPONDENT

September 9, 2024
Enoree, South Carolina

34

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Bernard Jackson, #210745,

Appellant,

v.

South Carolina Department of Corrections,

Respondent.

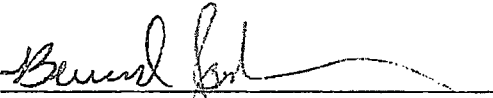
Docket No.: 23-ALJ-04-0553-AP

[Grievance No.: PCI-0501-23]

Hon. Crystal M. Rookard

STIPULATION OF DISMISSAL

The parties hereto hereby stipulate to the dismissal, with prejudice, of this action and all claims that have or could have been asserted by Appellant against Respondent in the above-captioned matter. Each party shall bear its own costs and attorneys' fees.

By: 
Bernard Jackson, #210745
APPELLANT

By: 
A. Todd Darwin, Esquire
SC Bar #7032
ATTORNEYS FOR RESPONDENT

September 9, 2024
Enoree, South Carolina

Bernard Jackson #210745
TYRRI - Unit 10 - Rm 211
200 Prison Road
Eunee, SC 29335

The Honorable Crystal M. Rockard
SC Administrative Law Court
Edgar A. Brown Building
1205 Pendleton Street, Suite 224
Columbia, SC 29201

RE: Bernard Jackson, #210745 23-ALJ-04-0553-AP

Dear Judge Rockard:

Enclosed please find the original Objection to stipulation of dismissal in connection with the above referenced matter. Thank you for your assistance in this matter.

Sincerely,

Bernard Jackson
Bernard Jackson

Received
OCT 10 2024
Tyger River Mailroom

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Bernard Jackson #210745

APPELLANT,

Docket No.: 23-ALJ-04-0553-AP

Grievance No.: PCI-0501-23

v.

South Carolina Department of
Corrections,

Respondent

OBJECTION TO STIPULATION
OF DISMISSAL

Now comes Appellant who moves to object to stipulation of dismissal submitted by Mr. A. Todd Darwin, attorney for the respondents in the above Caption case, date September 9, 2024 and filed with this court on October 1, 2024. Appellant received this stipulation on October 7, 2024. His objections are as follows:

Pursuant to the terms and conditions of the Final Release of all claims, the agreement is void, voidable or unenforceable because the attorney mistakenly misrepresented the statutory mandate of S.C. Code Ann. § 24-3-40 (A)(4) by means of undue influence or fraud causing Appellants true

(37)

reality of consent to be lacking where the respondents properly deducted from the total sum of approximately \$38,000 for victim restitution and room and board, but refused to place ten percent of the subtraction from the sum into my escrow account.

The respondents attorney gave me the impression that all deductions supports his conclusion but certain facts are being withheld. According to the statute my long term savings should have been accredited with ten percent of the \$38,000.00 total sum.

Appellant respectfully avers that this court deny the respondents motion to stipulate dismissal and order the respondents to pay appellant what is statutorily required.

Respectfully submitted.

151 Bernard J. Jack
Bernard Jack

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Bernard Jackson, #210745
Appellant,

v.

South Carolina Department of
Corrections,
Respondent:

Docket No.: 23-AJ-04-0553-AP
Grievance No.: PCI-0501-23

PROOF OF SERVICE

I hereby certify that I have served a copy of the
OBJECTION TO STIPULATION of DISMISSAL in the above captioned
matter by depositing it in the U.S. Mail, postage prepaid
to the below named party addressed as follows:

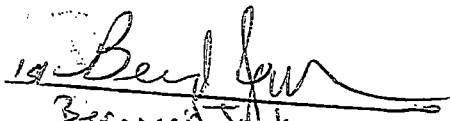
A. Todd Darwin, SC Bar #7032
101 W. Saint John Street, Suite 200
P.O. Box 1897
Spartanburg, SC 29304
Attorney for Respondent

October 10, 2024

Received

OCT 10 2024

Tyger River Mailroom


Bernard Jackson
Proise Litigant

39
1

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Bernard Jackson, #210745

Appellant,

v.

South Carolina Department of Corrections,

Respondent.

Docket No. 23-ALJ-04-0553-AP
Grievance No. PCI 0501-23

ORDER

RECEIVED
NOV 22 2024
SC Court of Appeals

This matter is before the South Carolina Administrative Law Court (ALC or Court) pursuant to a Notice of Appeal filed November 13, 2023, by Bernard Jackson (Appellant), an inmate incarcerated with the South Carolina Department of Corrections (Department). Appellant filed a Notice of Appeal challenging the Department's determination that his grievance was untimely under SCDC Policy ADM-15.13, section 12.1. This matter was assigned to the Honorable Milton Kimpson on December 1, 2023, and reassigned to the undersigned on May 3, 2024. On October 1, 2024, the parties filed a Stipulation of Dismissal, signed by Appellant and outside counsel for the Department. The stipulation states in full:

The parties hereto hereby stipulate to the dismissal, with prejudice, of this action and all claims that have or could have been asserted by Appellant against Respondent in the above-captioned matter. Each party shall bear its own costs and attorneys' fees.

Accordingly, by and with the consent of both parties, it is ordered and agreed that the appeal shall be dismissed. Because this order is dispositive of the appeal, the Court declines to consider Appellant's Motion to Compel.

THEREFORE, IT IS ORDERED that this appeal is DISMISSED WITH PREJUDICE.

AND IT IS SO ORDERED.

October 14, 2024
Columbia, South Carolina

Crystal M. Rookard
The Honorable Crystal M. Rookard
South Carolina Administrative Law Judge

Received

Page 1 of NOV 05 2024

Tyger River Mailroom

FILED

10/14/2024
SC Admin. Law Court

40

CERTIFICATE OF SERVICE

I, Elizabeth Brown, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).

Elizabeth Brown

Elizabeth Brown
Judicial Law Clerk

October 14, 2024
Columbia, South Carolina

Received

NOV 03 2024

River Mailroom

211

Bernard Jackson #20745
TYRCL - unit 10 - Apt #211
200 Prison Road
E. North, SC 29335

The Honorable Crystal M. Rookard
S.C. Administrative Law Court
Edgar A. Brown Building
1205 Pendleton Street, suite 274
Columbia, SC 29201

RE: Bernard Jackson #210745 v. SCDC; 23-ALJ-04-0553-AP

Dear Judge Rookard:

Enclosed, please find the Original Motion TO STAY PROCEEDINGS and PROOF OF SERVICE in connection with the above referenced matter. Thank you for your assistance in this matter.

Sincerely,

Bernard Jackson
Bernard Jackson #210745
Pro-Se Litigant

Received
OCT 17 2024
River Mailroom

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Bernard Jackson, #210745,
Appellant

Docket No.: 23-AIS-04-0553-AP
Grievance No.: PCI-0501-23

v.

South Carolina Department of
Corrections,

MOTION TO STAY
PROCEEDING.

Respondent.

Now comes Appellant who moves to stay further proceeding in the above captioned case due to the continuing negotiations between the parties.

Appellant tentatively entered into an agreement with the respondents on September 9, 2024. Appellant was assured that after all deductions for Victim Witness, Room and Board and Long Term Savings was concluded, appellant would receive a total sum of \$17,137.23 dollars. Thus Appellant was under the impression that pursuant to S.C. Code Law. § 24-3-40(A)(4) that the calculated deductions would be placed into his Long Term Savings Account.

Appellant did receive the allotted \$17,137.23 but no monies was deposited into his LTS account. Appellant contacted Respondents immediately concerning this issue. SCDC Kiosk Ref. No.: 24-03686829 dated October 16, 2024 will show that the Respondent have agreed to renegotiate this issue to preclude this matter.

Appellant now moves this court to stay proceeding until the parties can conclude this matter promptly. As recently as October 10, 2024, Appellant submitted a to object to the stipulation of Dismissal in connection with this issue.

Appellant prays this court will grant this motion and allow the parties the opportunity to address matter before ruling on this case within the next thirty days from receipt of this motion.

DATE: October 17, 2024

Respectfully Submitted

151 Bernard Jackson
Bernard Jackson, #210742
Pro Se Litigant

2/4

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Bernard Jackson #210745

Appellant,

v.

South Carolina Department of
Corrections

Respondent.

Docket No.: 23-ALJ04-0553-AP

Grievance No.: PCI-0501-23

PROOF OF SERVICE

I hereby certify by signature below that I have served a copy of the MOTION TO STAY PROCEEDINGS in the above captioned matter by depositing it in the U.S. mail, postage prepaid to the above named party addressed as follows:

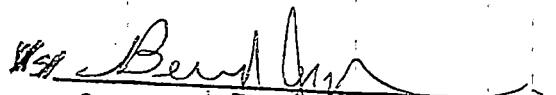
A. Todd Darwin, SC Bar #7032

ATTY FOR SCDC

101 W. Saint John Street, Suite 200

P.O. Box 1897

Spartanburg, SC 29304


Bernard Jackson #210745

Pro-se Litigant

October 17, 2024

Received

OCT 17 2024

Tyler River Mailroom

1.

2/5

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED
NOV 22 2024
SC Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT
The Honorable Crystal M. Rookard, Administrative Law Judge
Case No. 23-ALJ-04-0553-AP

103329

Bernard Jackson, #210745

APPELLANT

v.

South Carolina Department of Corrections

RESPONDENT

NOTICE OF APPEAL

Bernard Jackson, #210745 appeals the order of the Honorable Crystal M. Rookard, dated October 14, 2024 and received by Appellant on October 16, 2024 in the above referenced case.

1/s/ Basil [Signature]
Bernard Jackson #210745
pro-se Litigant
TYRCI-Unit 10- Rm. #211
200 Prison Road
Enoree, SC 29335

Other Counsel of Record:

A. Todd Darwin, SC Bar #7032
ATTY for SCDC
101 W. Saint John Street, Suite 210
Spattanburg, SC 29304

Received

NOV 05 2024

Tyger River Mailroom

4/6

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED
NOV 22 2024
SC Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT
The Honorable Crystal M. Rookard, Administrative Law Judge
Case No. 23-ALJ-04-0553-AP

Bernard Jackson, #210745

APPELLANT

v.

South Carolina Department of Corrections

RESPONDENT

PROOF OF SERVICE

I, Bernard Jackson, #210745 certify that I have served the NOTICE OF APPEAL on the Respondent by depositing a copy of the same in the U.S. Mail, Postage pre-paid on November, 5, 2024, addressed to their Counsel of Record, A Todd Darwin, SC Bar #7032, 101 W. Sait John Street, Suite 200, Spartanburg, SC 29304 and the Clerk of the S.C. Administrative Law Court, 1205 Pendleton Street, Suite 224, Columbia, SC 29201.

/s/ Bernard Jackson
Bernard Jackson #210745
pro-se Litigant
TYRCI-Unit 10- Rm. #211
200 Prison Road
Enoree, SC 29335

Received

NOV 05 2024

47
Prison Mailroom

Bernard Jackson #210745
Tyger River Correctional Institution
Unit 10 Rm. #211
Enoree, SC 29335

RECEIVED
NOV 22 2024
SC Court of Appeals

Honorable Clerk of Court
S.C. Court of Appeals
P.O. Box 11629
Columbia, S.C. 29211

RE: Bernard Jackson, #210745 v. South Carolina Department of
Corrections, Case No.23-ALJ-04-0553-AP

Dear Clerk:

Enclosed please find for filing is a NOTICE OF APPEAL in the
above case.

Also enclosed are the following:

- (1) Proof of service of the Notice of Appeal on the Respondent
and the Administrative Law Court.
- (2) A copy of the order which is to be challenged on appeal.
- (3) The filing fee of \$250.00 paid out to the South Carolina
Court of Appeals.

.Thank you. Received

NOV 20 2024

Sincerely,

Bernard Jackson
Bernard Jackson
Pro se litigant

48
Cc:Administrative Law Court
1205 Pendleton Street, Suite 224
Columbia, SC29201

A.Todd Darwin
101 W. Sait John Street, suite 200
Spartanburg, SC 29304

oh

Bernard Jackson #210745
Tyger River Correctional Inst.
Unit 10 - Apt #211
200 Prison Road
Endree, SC 29335

Received

NOV 13 2024

TYGER RIVER CHILDRoom



15 NOV 2024 PM 4 1

GREENVILLE SC 296

RECEIVED

NOV 22 2024

SC Court of Appeals
Honorable Clerk of Court
S.C. Court of Appeals
P.O. Box 11629
Columbia, SC 29211

LEGAL MAIL





The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

November 27, 2024

Bernard Jackson, 210745
Tyger River Correctional Institution
100 Prison Road
Enoree SC 29335-9308

Re: Bernard Jackson, #210745 v. SCDC
Appellate Case No. 2024-002004

Dear Mr. Jackson:

This Court has received your notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR). The SCACR are available online at www.sccourts.org/courtreg. Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals.

The order can be found at

www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02. Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will *not* review filings for redaction or to determine if materials should be sealed.

This is to advise that the title in the above matter has been changed to read as follows:

Bernard Jackson, #210745, Appellant,

v.

South Carolina Department of Corrections, Respondent.

All future records in this matter should be changed to reflect this title. If you have any questions, please do not hesitate to contact this office.

Very truly yours,


CLERK

cc: A. Todd Darwin, Esquire

STATE OF SOUTH CAROLINA
In The Court of Appeals

Appeal from the Administrative Law Court
The Honorable Crystal M. Rookard, Administrative Law Judge
Docket No. 23-ALJ-04-0553-AP

Bernard Jackson, #210745..... APPELLANT

v.

S.C. Department of Corrections, ...RESPONDENT

BRIEF OF APPELLANT

Christina C. Bigelow
Deputy General Counsel
SCDC
P.O. Box 21787
Columbia, S.C. 29221
Attorney for the Respondent

RECEIVED

DEC 27 2024

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

TYGER RIVER MAILROOM

Appeal from the Administrative Law Court
The Honorable Crystal M. Rookard, Administrative Law Judge
Docket Number 23-ALJ-04-0553-AP

Bernard Jackson, 210745 APPELLANT

v.

S.C. Department of Corrections RESPONDENT.

BRIEF OF APPELLANT

Bernard Jackson, #210745
pro-se Litigant
Tyger River Corr. Inst.
Unit 10, Rm, 211
200 Prison Road
Enoree, SC 29335

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S.C. Dept. of Corrs. v. Mitchell, 377, S.C. 256, 258, 659 S.E.2d. 233, 234 (ct. App. 2008)	
<u>Hill v. S.C. Dept. of Health & Env'tl Control,</u> 389 S.C. 1, 910, 698 S.E.2d. 612, 617 (2010)	
<u>Torrence v. SCDC,</u> 433 S.C. 633, 636, 861 S.E.2d 36, 38, (ct. App. 2021), cert. denied (Aug 3, 2022)	

Statutes

S.C. Code Ann.	§ 24-3-315
	§ 24-3-430
	§ 24-3-40
SCALC	§ 1-23-610

Rules

SCACR	208
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STATEMENT OF ISSUES ON APPEAL

1. Did the Administrative Law Court exercise an unwarranted abuse of discretion by dismissing the appeal after being notified that the parties were in continuing negotiations due to a condition precedent concerning stipulations surrounding statutory mandates of § 24-3-40?

STATEMENT OF THE CASE

This case is before the Court of Appeals pursuant to the appeal of Bernard Jackson, #210745 (hereinafter "Appellant") an inmate in the South Carolina Department of Corrections (hereinafter "SCDC"). This appeal is based on SCDC's renegotiations on the prevailing wages settlement agreement and whether the Administrative Law Judge exercised an unwarranted abuse of discretion by dismissing the appeal without ruling on Appellant's Motion objecting to the stipulation of dismissal and Motion to Stay Proceeding when Appellant notified the ALC that further renegotiations with SCDC were in play.

STANDARD OF REVIEW

In an appeal from an ALC decision, the administrative procedures act provides the appropriate standard of review. " See Kiawah Dev. Partners. 11 v. S.C. Dept. of Health & Env't Control, 411 S.C. 16, 28, 766 S.E.2d. 707, 715 (2014). "Section 1-23-610 of the South Carolina Code ([2021]) sets forth the standard of review when the Court of Appeals is sitting in review of a decision by the ALC on an appeal from an administrative agency. See S.C. Dept. of Corrs. v Mitchell, 377 S.C. 256 258, 659 S.E.2d. 233, 234 (ct. App. 2008), § 1-23-610 (B) ("[an appellate] court may not substitute its judgement for the judgment of the [ALC] as to the evidence on questions of facts."); Id. (stating, however, when reviewing an ALC decision, an appellate court may "may reverse the decision if the substantial rights of the Petitioner have been prejudiced because thr findings, conclusions, or decisions 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

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(f) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion.

Id

In determining whether the ALC's decision was supported by substantial evidence, this court need only find, looking at the entire record on Appeal, evidence from which reasonable minds could reach the same conclusion that the ALC reached. Hill v. S.C. Dep't of Health and Env'tl. Control, 389 S.C. 1- 9-10, 698 S.E.2d. 612,617 (2010).

PROCEDURAL HISTORY

On July 27, 2023 Appellant filed a Step 1 grievance asserting the South Carolina Department of Corrections was paying him less than the prevailing wage as required under Torrence v. SCDC, 433 S.C. 633, 861 S.E.2d. 36, 38 (ct. App. 2021). Cert. denied (Aug 3, 2022) and Statutory Law § 24-3-430 (D) (2007).

Appellant specifically requested to be paid the prevailing wage for the time he worked in the (PIECP) program from 2020 to the present date and for the rate of pay to be adjusted to the proper prevailing wage rate..

Appellant's Step 1 grievance was elevated to the Step 2 grievance level. Appellant's grievance was subsequently denied on grounds that it was untimely pursuant to SCDC policy ADM-15.13, section 12.1.

On November 13, 2023, a timely Notice of Appeal was filed in the Administrative Law Court (ALC) and the case was assigned on December 1, 2023. The Record On Appeal ("ROA") was originally due seventy days after the Notice of assignment was filed, or February 9, 2024. SCALC 59. On February 9, 2024, Respondent filed a Motion for Extension of time to file ROA. An May 3, 2024 the case was reassigned to Honorable Crystal M. Rookard. On May 21, 2024 Respondent's Motion to Extend Time to file the ROA on February 9, 2024 was denied yet an additional forty-five (45)

days adjusted scheduling Order so the ROA would be filed at least by July 5, 2024.

On the day the ROA was due, the Respondents filed a Motion to Stay proceedings for one-hundred eighty (180) days due to overwhelming volume of wage-based grievances filed by inmates and to access and potentially resolve these claims.. By Order dated July 22, 2024, the Respondent's Motion to Stay was denied.

Subsequently on July 22, 2024, Appellant filed a Motion to Dismiss by default because SCDC's failure to comply with ALC Rules 59, 60, 62 scheduling Orders, and award him all back-pay calculations of prevailing wages owed with further direction to the Department to continue paying the federally mandated prevailing wage in accordance with section § 24-3-315 and subsection § 24-3-430 (D) of the South Carolina Code and the Department of Economic Workforce. While acknowledging Appellant's concerns with the Department's difficulty in complying with the Court's Orders and Rules, the court concluded that justice would not be served by resolving the matter adversely to the Department when balancing these considerations and denied Appellant's Motion on August 22, 2024.

On September 9, 2024 Appellant tentatively entered into an agreement with the Respondents assuring him that he would receive a total sum of \$17,137.23 after all deductions for Victim witness, Room & Board and Long-term savings was concluded. Appellant was assured that the calculated deductions would be placed into his long-term savings (LTS) Account. Appellant did receive the allotted \$17,137.23 on 9-25-24, but no monies was deposited into his LTS account. Appellant contacted Respondents immediately concerning this issue. See kiosk ref. #24-03665573 dated 9-25-24. The Respondents replied on 10-8-24; Author (c049222) and Author (063735).

On October 9, 2024 Appellant contacted General Counsel explaining the statutory mandate of S.C. Code Ann. §24-3-40 (A) (4) about the 10% that must be held into his LTS account. The

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Respondent's reply claimed that the total amount was a negotiated settlement for all claims concerning Appellant's work in Prison Industries dated Oct. 14, 2024. See kiosk Ref # 24-03679675.

On Oct. 10, 2024 Appellant submitted a objection to the stipulation of dismissal as a result of the terms and conditions of the Final Release of all claims as void, voidable or unenforcable because the Attorney mistakingly misrepresented the statutory mandate of § 24-3-40 (A) (4) by means of undue influence or fraud causing Appellant's true reality of consent to be lacking where the Respondents properly deducted from the total sum of approximately \$38,000 dollars for victim restitution and Room & Board per §24-3-40 (A), but refused to place ten percent of the subtraction from the sum into Appellant's LTS account per the same statute.

On Oct. 16, 2024 Appellant again contacted General Counsel disputing any condition precedent of Respondent's stipulation of Dismissal and terms within the contract about Long-term savings per §24-3-40 (A) (4) and that Appellant could prove that the 10 % was subtracted and establish that SCDC was in renegotiation with other inmates who are similarly situated. On Oct. 16, 2024 SCDC assured Appellant that an outside attorney will be in touch after calculations and case note will be updated as requested. See kiosk Ref. #24-03686829.

On October 17, 2024 Appellant submitted a Motion to Stay proceedings as the parties were in continuing negotiations. By Order dated October 14, 2024 and received by appellant on October 18, 2024, this case was dismissed by Admin. Law Judge Honorable Crystal M. Rookard and declined to consider Appellant's Motion to Compel, Motion objecting to the stipulation and subsequent Motions to stay proceedings. This appeal follows:

ISSUE

Did the Administrative Law Court exercise an unwarranted abuse of discretion by dismissing the appeal after being notified that the parties were in continuing negotiations due to a condition precedent concerning stipulations?

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Appellant begins by stating that a clear one-sided view from the ALC is evident at every stage of the proceedings, namely, Appellant's Motion for dismissal by default where the ALC reasoned:

...The court notes Appellant's concerns with the Department's difficulty in complying with this court's orders and rules...However the court is cognizant of the logistical issues the Department has had in addressing the prevailing wage matters. Balancing these considerations, The Court is left to conclude that justice would not be served by resolving the matter adversely to the Department whereas, the procedural deficiency can be easily corrected.

Id.

Order dated August 22, 2024

The ALC subsequently dismissed the appeal adversely to Appellant relying on the Respondent's position and stipulation of dismissal which reads in relevant part:

The parties hereto hereby stipulate to the dismissal with prejudice of their action and all claims that have been asserted by Appellant against Respondent in the above-captioned matter. Each party shall bear its own costs and attorney fees. Id.

Order dated October 14, 2024

This ruling by the ALC sits squarely within the Administrative Procedures Act standards of Review and the South Carolina Code section 1-23-610 because the ALC identified a failure of the Respondents to comply to court orders and rules of procedure yet extended every courtesy nonetheless as the

Respondents continued to circumvent this Court's holdings under Torrence v. SCDC, 433 S.C. 633, 636, 861 S.E.2d. 36, 38. (ct.App. 2021) reh'g denied (August 4, 2021, cert. denied Aug. 3, 2022), and Statutory Law § 24-3-430 (D) (2007), and undermine the Court's Authority through non-feasance, delay and stall tactics to prolong a duty to act.

It is noteworthy here that the Respondents have not filed a Record on Appeal in the ALC nor has disclosed how it reached the \$38,000 dollar wage disparities. Nevertheless, Appellant was assured by the Respondent's representative that Appellant will get the LTS in the settlement agreement.

Appellant avers that the ALC exercised an unwarranted abuse of discretion when it had before it condition precedent that would reasonably question the stipulation of the agreement but refuse to entertain the position of an "inmate" which is a failure to exercise sound, reasonable and legal decision-making that ultimately denied appellant of a substantial right or is a manifestly unreasonable exercise of authority.

The language of the statute 24-3-40 (A) is clear as it states in relevant part:

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

S.C. Code Ann § 24-3-40 (A)(5)

Appellant nor Respondent's can pick or choose whichever part of statutory provisions they intend to honor or dishonor. The Legislative intent authorizes SCDC to make deductions for victim witness and Room & Board. It also mandates a Ten percent holding in an interest bearing account for the Appellant's benefit. The Respondents was aware of this mandate, assuring Appellant that he would get his LTS before he signed the stipulation of dismissal.

(6)

The Respondents has also informed Appellant that they would correct this condition precedent on October 16, 2024. Kiosk Ref # 24-03686829. Appellant was not aware that the Administrative Law Judge had already dismissed the appeal on October 14, 2024 without ruling on Appellant's Objections to the stipulation due to this condition precedent.

It becomes obvious that the ALC's findings, conclusions, or decisions is clearly erroneous in view of the reliable, probative and substantial evidence on the whole record and was arbitrary, capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion. §1-23-610 (B); S.C. Dept. of Corrections v Mitchell, 377 S.C. 256, 258, 659 S.E.2d. 233, 234 (ct.App. 2008).

Looking at the entire record on appeal, it would be difficult for reasonable minds or this court to reach the conclusion that the ALC reached. Hill v. S.C. Dept. of Health and Env'tl Control, 389 S.C. 1-9-10, 698 S.E.2d.612, 617 (2010).

CONCLUSION

Appellant prays this Honorable Court reverse the ALC decision or modify it by order to allow SCDC to correct stipulations through means of depositing approximately \$3,800.00 into his escrow account within 10 days of the order. Inte Ala, allow for full briefing and oral argument on the merits of these claims.

Respectfully Submitted,

/s/

Bernard Jackson

Bernard Jackson

pro- litigant

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STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from the Administrative Law Court
The Honorable Crystal M. Rookard, Administrative Law Judge
Docket Number 23-ALJ-04-0553-AP

Appellate Case No. 2024-002004

Bernard Jackson, #210745.....APPELLANT,

v,

South Carolina Department of Corrections.....RESPONDENT.

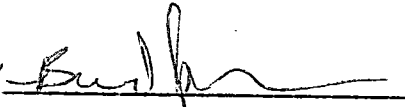
DESIGNATION OF MATTER

Appellant proposes the following information to be included
in the Record on Appeal:

1. Appellant's Notice of Appeal and Proof of service dated November 5, 2024 and received by S.C. Court of Appeals November 22, 2024,
2. Administrative Law Judge Order dated October 14, 2024 dismissing Appellant's case,
3. Appellant's Motion to Compel and Proof of Service dated September 9, 2024.

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4. Final release of all claims signed by Respondents attorney and Appellant,
5. Stipulation of Dismissal signed by Appellant and the Respondents dated September 9, 2024,
6. Statement of Settlement signed by Appellant and the Respondents dated September 9, 2024,
7. Appellant's Objections to Stipulation of Dismissal and proof of Service dated October 10, 2024.
8. Appellant's motion to Stay Proceedings and proof of service dated October 17, 2024.

/s/ 
Bernard Jackson

December 27, 2024

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RECEIVED

DEC 27 2024

TYGER RIVER MAILROOM

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from the Administrative Law Court
The Honorable Crystal M. Rookard, Administrative Law Judge
Docket Number 23-ALJ-04-0553-AP

Appellate Case No. 2024-002004

Bernard Jackson, #210745.....APPELLANT,

v.

South Carolina Department of Corrections.....RESPONDENT.

CERTIFICATE OF BERNARD JACKSON

The undersigned certifies that the Designation of Matter filed December 27, 2024 complies with Rule 209 (c), and contains no matter which is irrelevant to the Appeal.


Bernard Jackson #210745

December 27, 2024

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STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from the Administrative Law Court
The Honorable Crystal M. Rookard, Administrative Law Judge
Docket Number 23-ALJ-04-0553-AP

RECEIVED
DEC 27 2024

TYGER RIVER
MAILROOM

Bernard Jackson, 210745 APPELLANT

v.

S.C. Department of Corrections RESPONDENT.

CERTIFICATE OF SERVICE

I hereby certify by signature below that I have served the BRIEF OF APPELLANT and DESIGNATION OF MATTER on the Respondent's counsel and Administrative Law Court by placing the same in the U.S. Mail, postage pre-paid and addressed as follows:

A. Todd Darwin, Esq.
SCDC Attorney
101 W. Saint John Street, Suite 200
P.O. Box 1897
Spartanburg, SC 29304

Administrative Law Court
Edgar A. Brown Building, Suite 224
1205 Pendleton Street
Columbia, SC 29201

s/ Burd

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SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS
Division of Legal Counsel & Compliance

HENRY McMASTER, Governor
BRYAN P. STIRLING, Director

OFFICE OF GENERAL COUNSEL

January 24, 2025

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

RE: Bernard Jackson, # 210745 v. South Carolina Department of Corrections
Appellate Case No. 2024-002004

Dear Ms. Kitchings:

Please list me as counsel of record in the above captioned appeal. Enclosed please find the **Initial Brief of Respondent** and **Designation of Matter**, along with **Proof of Service**.

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

Sincerely,



Christina Catoe Bigelow
Deputy General Counsel
South Carolina Department of Corrections

cc: Bernard Jackson, # 210745
Tyger River Correctional Institution
10A-0211
200 Prison Road
Enoree, South Carolina 29335

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**STATE OF SOUTH CAROLINA
In The Court of Appeals**

**Appeal from the Administrative Law Court
The Honorable Crystal M. Rookard, Administrative Law Judge
Docket No. 23-ALJ-04-0553-AP**

Bernard Jackson, #210745..... APPELLANT

v.

S.C. Department of Corrections, ...RESPONDENT

BRIEF OF RESPONDENT

**Christina C. Bigelow
Deputy General Counsel
SCDC
P.O. Box 21787
Columbia, S.C. 29221
Attorney for the Respondent**

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

Christina Catoe Bigelow
Deputy General Counsel
Office of General Counsel
South Carolina Dept. of Corrections
Post Office Box 21787
Columbia, South Carolina 29221
(803) 896-8508

ATTORNEY FOR RESPONDENT

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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.

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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

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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
OF CORRECTIONS**

BY: _____


CHRISTINA CATOE BIGELOW

Deputy General Counsel
Office of General Counsel
S. C. Department of Corrections
Post Office Box 21787
Columbia, South Carolina 29221
(803) 896-8508

January 24, 2025

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).

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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,

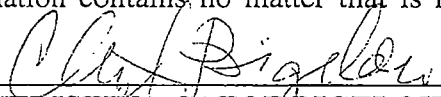
RESPONDENT.

**RESPONDENT'S DESIGNATION OF MATTER
TO BE INCLUDED IN THE RECORD ON APPEAL**

The Respondent submits that the following should be included in the Record on Appeal:

- (1) Final Release of All Claims (Settlement Agreement) signed Sept. 9, 2024;
- (2) Stipulation of Dismissal signed Sept. 9, 2024; and
- (3) Order of Dismissal from the ALC dated October 14 2024.

The undersigned hereby certifies this Designation contains no matter that is irrelevant to this appeal.


CHRISTINA CATOE BIGELOW

S.C. Department of Corrections
Post Office Box 21787
Columbia, South Carolina 29221
(803) 896-8508

ATTORNEY FOR RESPONDENT

January 24, 2025

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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.

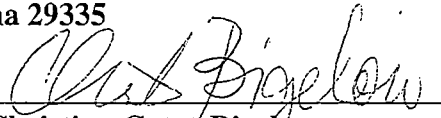
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,

RESPONDENT.

CERTIFICATE OF SERVICE

Undersigned counsel hereby certifies that on this date, she mailed a copy of the **Initial Brief of Respondent and Designation of Matter to be Included in the Record** to Appellant, addressed as follows:

**Bernard Jackson, # 210745
Tyger River Correctional Institution
10A-0211
200 Prison Road
Enoree, South Carolina 29335**


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

January 24, 2025

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Bernard Jackson #210745
TYRRE - Unit 10 - RM - 211
200 Prison Road
Eatonville, SC 29335

S.C. Court of Appeals
P.O. Box 11629
Columbia, SC 29211

RE: Jackson v. SCDC, 2024-002004; REPLY BRIEF.

Dear Clerk:

Enclosed, please find a true copy of Appellant's REPLY
BRIEF and CERTIFICATE OF SERVICE. Thank You.

February 4, 2025

Respectfully,
151 Bernard Jackson
Bernard Jackson
Pro-se litigant

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

REPLY BRIEF

Bernard Jackson, 210745
pro-se Litigant
Tyger River Corr. Inst.
Unit 10-Rm 211
200 Prison Road
Enoree, SC 29335

South Carolina Department
of Corrections
Christina Cole Bigelow
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SCDC
P.O. Box 21787
Columbia, SC 29221
(803) 886-8508
Attorney for Respondent

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TABLE OF AUTHORITIES

CASES:

Guess v. Montague, (4th Cir. 1943), 140 F.2d. 500.

Torrence v. SCDC, 433 S.C. 633, 636, 861 S.E.2d. 36, 38 (Ct. App. 2021)

Anderson v. S.C. Election Comm'n, 397 S.C. 551, 556, 725 S.E.2d. 704, 707 (2012)

S.Z. Dept. of Cor's v. Mitchell, 377 S.C. 256, 258; 659 S.E.2d. 233, 234 (Ct. App. 2008)

STATUTES and COURT RULES:

29 U.S.C.A. § 216, § 215 (c) (3), § 218 (d)

S.C. Code Ann. § 24-3-430 (d)

S.C. Code Ann. § 24-3-40

§ 1-23-610 (B) SCALE

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REPLY

ARGUMENT

The Administrative Law Court did not properly dismiss the case because Appellant signed a Settlement Agreement and stipulation of Dismissal and Agreeing to Dismiss the case

To begin with, the fact that the Respondent believed that the "Final Release of all claims" is not subject to the provisions of the Fair Labor Standards Act § 16 (b) 29 U.S.C.S. § 216 (b) is unfounded. This standard reads in relevant part:

Any employer who violates the provisions of section 215 (c) (3) or 218 (d) of this title shall be liable for such legal or equitable relief as may be appropriate to effectuate the purpose of this section, including without limitation, employment, reinstatement, promotion and the wages lost and ¹an additional equal amount as liquidated damages.

29 U.S.C.A. § 216

1. An action to recover the liability prescribed in the preceding may be maintained against any employer (including a public agency) in any federal or state court of competent jurisdiction by any one or more employees for and in behalf of himself or themselves and other similarly situated..

The record before this court clearly demonstrates appellant's exercise of due diligence to alert the Administrative Law Court that stipulation in the Agreement were not met. Moreover, the Respondent cannot pick and choose which part of the statute §24-3-430 (D) and § 24-3-40 (A)(5) they will honor and dishonor, especially when the attorney representing the Agency (SCDC) assured appellant that he would get all monies owed to him. See Initial Brief of Appellant, Designation of Matter Pg. 2 Ln 7-8.

Two (2) key factors is of particular importance here with respect to the stipulation of dismissal and Final Release of all claims: 1) The attorney A. Todd Darwin of Holcombe Bomar PA did not secure a Notice of Appearance in the Administrative Law court before the stipulation of Dismissal and statements were signed. See exhibit, Respondent's motion dated September 12, 2024 by A. Todd Darwin - Notice of Appearance and 2) the attorney stated a fact as of his knowledge when he didn't know but only believed it to be true that Appellant would get all money owed here per statute by certain knowledge.

It also became clearer that Mr. Darwin did not have all the information but only a figure - \$38,000 dollars the Agency calculated to have owed the Appellant before deductions per § 24-3-40 for victim restitution and Room and Board respectively. The certain Knowledge of Darwin's words did not represent the positive character and tattered on the lines of deceit, misrepresentation or fraud.

Appellant Avers the settlement was void because in contrvention of the Statute § 24-3-40 and the validity to even the victim restitution and room and board portion of the statute relating to deductions and not the ten percent into Appellant's escrow account would be to give effect to what it was purposed of the law to avoid payment of inadequate wages to employees, where settlement is made for less than the law requires to be paid so that the employee must go into court to recover what the law

intended that he should have. He should be allowed to recover the damages which the law provides, notwithstanding any release that may have given for the purposes of creating the liability for damages was to adequately compensate the employee who should find it necessary to go into court to protect his rights. See. Guess v. Montague, (4th CIR. 1943), 140 F.2d. 500. "In cases where minimum wage and overtime compensation required by the statute have been paid, the contract is valid, where they have not been paid, it is void and plaintiffs may recover not only the balance of minimum wages found to be due to him after deduction of the amount paid on the settlement, but also the original amount of liquidated damages to which they were entitled."

Where SCDC who has paid less than the prevailing wage and overtime compensation prescribed by § 24-3-430 (D) and the Fair Labor Standards Act 29 U.S.C.A. § 16 makes settlement with the employee for full amount due there under and the employee accepts same in full discharge and satisfaction of all claims against the employer, there is an end of liability and the employer may not be harassed by further litigation. The condition however, is that the employer (SCDC) pay the full amount of the balance of prevailing wages and overtime compensation due. If SCDC pays less than this, the settlement constitutes no bar. This rule is in strict accord with the provisions of the Fair Labor Standard and of the public policy upon which it is based. It's also designed to encourage employers to settle claims for unpaid prevailing wages and overtime compensation with assurances that when a full and fair settlement is made there will be no danger of further liability, or it will encourage compliance with the law and minimize the opportunity to take unjust advantage of its provisions.

Appellant further avers the ALC's dismissal of the case can be arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion when every motion and/or assertion made by Appellant was either ignored or overlooked in favor of the Respondent's position

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throughout the entire ALC process.² This Appellate court has already ruled pursuant to Torrence v. SCDC, 433 S.C. 633, 636, 861 S.E.2d. 36, 38, (Ct. App. 2021) (cert. denied Aug. 3, 2022), that based on a plain reading of section 24-3-430 (D) and its Legislative intent, they agree with the ALJ interpretation that to determine the prevailing wage for an industry, the Department must determine the mean average wage for the occupation at issue using records and data from D.E.W. It also ruled that sections § 24-3-40 should be properly harmonized with § 24-3-430 (D) which states in relevant part:

... unless otherwise provided by law, the employer of a prisoner authorized to work under [PIP]... shall pay the prisoner's wages directly to the Department... The Director of the department... shall deduct the following amounts from the gross wages of the prisoner...

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

S.C. Code Ann. § 24-3-40
(Supp. 2020)

To support this position the court referenced Anderson v. S.C. Election Comm'n, 397 S.C. 551, 556, 725 S.E.2d. 704, 707 (2012) ("In construing statutory language, the statute must be read as a whole, and sections which are a part of the same general statutory Law must be construed together and each one given effect"). Further, subsection (A) (5) provides these wages will be held in an escrow account for the benefit of the prisoner.

Appellant further objects to the Respondent's argument on pg. 4 Ln. 24 thru pg. 5 in footnote asserting that this court is

2. There was no motion submitted by appellant ruled on in favor of his position even after demonstrating clear violations by the Respondent to file the Record on Appeal, and request to compel SCDC to come into compliance with mode of ALJ procedure.

not the appropriate forum for litigating a contract dispute. On the contrary, Appellant avers the Court of Appeals sits in an appellate capacity reviewing the decision by the ALC on an appeal from an administrative agency. See S.C. Dept. of Corrs. v Mitchell, 377 S.C. 256, 258, 659 S.E.2d. 233, 234 (Ct. App. 2008), § 1-23-610 (B) ("An appellate court may not substitute its judgement for the judgement of the [ALC] as to the evidence on questions of facts.")

The Respondents have again attempted to sway the courts by undue influence or misrepresentation and/or missapplications of clearly established law. §1-23-610. The question now is, did the ALC properly dismiss the case because appellant signed a settlement Agreement and stipulation of Dismissal fall into the pervue of §1-23-610 (B) where Appellant has demonstrated his due diligence to prevent this court's intervening through motions objecting to the stipulations of dismissal and to stay proceeding because the party's were in renegotiations prior to the ALC dismissal. There is no other court authorized to review these issues in South Carolina.

Finally, Appellant was served the Respondent's Initial Brief that was incomplete or failed to include the actual Record on Appeal on January 28, 2025. Appellant wonders whether this Appellate court too will overlook or ignore a clear failure to comply with procedural requirements by the Respondents.

CONCLUSION

Appellant prays this court reverse and remand this case for further proceeding by ordering the ALC to order the agency (SCDC) to pay appellant all long-term savings that was deducted from the gross \$38,000; they claimed to have calculated, or, in the alternative, order the agency to produce the record of calculations that establishes how they arrived at the \$38,000

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dollar gross wages owed and refusal to place the ten percent statutory deduction from the said amount into appellant's escrow account, or allow for a full briefing and oral argument.

Respectfully Submitted,

/s/ Bert

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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

CERTIFICATE OF SERVICE

I hereby certify by signature below that I have served the REPLY BRIEF on the Respondent's counsel of Record and Administrative Law Court by placing the same in the U.S. Mail, postage pre-paid and Addressed as follows:

~~Bernard Jackson, 210745~~
~~pro-se Litigant~~
~~Tyger River Corr. Inst.~~
~~Unit 10 Rm 211~~
~~200 Prison Road~~
~~Enoree, SC 29335~~

Administrative Law Court
Edgar A. Brown Building, Suite 224
1205 Pendleton Street
Columbia, SC 29201

South Carolina Department
of Corrections
Christina Cole Bigelow
Deputy General Counsel
SCDC
P.O. Box 21787
Columbia, SC 29221

February 4, 2025

/s/


Bernard Jackson, 210745
Pro-se Litigant
TYRCI U 10 Rm #211
200 Prison Rd
Enoree, SC 29335

(88)



Exhibit

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Todd R. Flippin
Chance M. Farr

Neville Holcombe, 1902-1983
Horace L. Bomar, 1912-1994

September 12, 2024

Honorable Crystal M. Rookard
SC Administrative Law Court
Edgar A. Brown Building
1205 Pendleton Street, Suite 224
Columbia, SC 29201

Re: Bernard Jackson, #210745
Docket No: 23-ALJ-04-0553-AP
[Grievance No: PCI-0501-23]

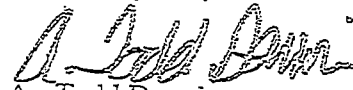
Dear Judge Rookard:

Enclosed please find the originals and copies of a Notice of Appearance and Statement of Settlement in connection with the above referenced matter. Please file the originals and return clocked copies to me in the self-addressed, stamped envelope provided. I have also enclosed a Certificate of Service evidencing service on the Appellant.

Please give me a call if you have any questions. Thank you for your assistance in this matter.

With kindest regards, I am

Sincerely yours,


A. Todd Darwin

ATD/rsm
Enclosures

Cc: ProSe Appellant, Bernard Jackson, #210745 (with copy of signed settlement documents)

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Exhibit

STATEMENT OF SETTLEMENT

Docket No.: 23-ALJ-04-0553-AP

[Grievance No.: PCI-0501-23]

The parties hereby notify the Court that they have agreed to settle the above action. The parties will file the original Stipulation of Dismissal once the settlement funds are deposited into Appellant's E.H. Cooper Inmate Account.

By:


Bernard Jackson, #210745
APPELLANT

By:


A. Todd Darwin, Esquire
SC Bar #7032
ATTORNEYS FOR RESPONDENT

September 9, 2024

Enoree, South Carolina



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
CHIEF DEPUTY CLERK

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August 04, 2022

The Honorable Jana E. Shealy
Edgar A. Brown Building
1205 Pendleton Street
Suite 224
Columbia SC 29201

REMITTITUR

Re: Thomas Torrence #094651 v. SCDC
Lower Court Case No. 2012ALJ040143AP
Appellate Case No. 2016-000285

Dear Clerk of Court:

The above referenced matter is hereby remitted to the lower court or tribunal. A copy of the judgment of this Court is enclosed.

Very truly yours,

V. Claire Allen

CLERK

Enclosure

cc: Lake Eric Summers, Esquire
Thomas J. Torrence #094651

Torrence in accordance with the Prevailing Wage Statute.¹ On appeal, the Department argues the ALC erred by: (1) finding Torrence timely filed the grievance at issue, (2) finding the doctrine of equitable tolling applied to Torrence's grievance, (3) calculating the prevailing wage in its order, and (4) finding the Department erred by failing to allow Torrence to designate persons or authorities under section 24-3-40 of the South Carolina Code.² We affirm on the submitted briefs.³

FACTS/PROCEDURAL HISTORY

Torrence is currently serving a life sentence without the possibility of parole. Between June 1997 and November 2004, Torrence participated in the prison industries service project (PIP) operated at Evans Correctional Institution. During this time, Torrence performed work for Insilco Global Industries/ESCOD (ESCOD). For the first 320 hours of Torrence's labor, the Department paid him a "training wage" of \$0.25 per hour for the first 160 hours and \$0.75 per hour for the remaining 160 training hours. After the completion of his training period, the Department paid Torrence a wage of \$5.25 per hour and \$7.86 per hour for overtime.

In 2001, Torrence and other inmates filed a class action suit against the Department in the circuit court, seeking a declaratory judgment finding the Department violated South Carolina law by (1) improperly diverting portions of inmate wages, (2) paying inmates less than the prevailing wage, and (3) preventing immediate distribution of inmate wages placed in escrow. Pursuant to *Wicker*⁴ and *Adkins*,⁵ the circuit court granted the Department's motion to dismiss, and Torrence

¹ S.C. Code Ann. § 24-3-430(D) (2007).

² Upon our initial review, this court dismissed the Department's appeal as interlocutory, but our supreme court reversed the dismissal and remanded to this court to address the merits of Department's appeal. *See Torrence v. S.C. Dep't of Corr.*, ___ S.C. ___, 857 S.E.2d 549 (2021).

³ We decide this case without oral argument pursuant to Rule 215, SCACR.

⁴ *Wicker v. S.C. Dep't of Corr.*, 360 S.C. 421, 602 S.E.2d 56 (2004).

⁵ *Adkins v. S.C. Dep't of Corr.*, 360 S.C. 413, 602 S.E.2d 51 (2004).

On May 7, 2012, Torrence appealed to the ALC. The ALC subsequently bifurcated the issues on appeal to determine the timeliness of Torrence's grievance before reaching the merits of his case. On January 30, 2014, the ALC issued an order finding Torrence timely filed his step one. In its order, the ALC found Torrence timely filed his step one because Torrence's claims fell within Paragraph 13.9 of the Department's Policy GA-01.12, which provides "[e]xceptions to the [fifteen-]day time limit requirement will be made for grievances concerning policies/procedures." The ALC noted,

The Inmate Grievance System Policy fails to define either "incident" or "policies/procedures." . . . Based on the "plain and ordinary meaning" of both of these words, it is clear that an incident would be a one-time, specific event, and a policy would be continuous course of action. In the present case, it was not a one-time event, in which [Torrence] was not paid a prevailing wage. The Department continuously failed to pay [Torrence] a prevailing wage. Therefore, the grievance involved is related to a policy or procedure.

....

Prior to the *Wicker* opinion issued by the [s]upreme [c]ourt, the Department maintained that wage issues were not grievable under the internal grievance system. . . . Thus, any attempt by [Torrence] to file a grievance prior to August 22, 2004[,] would have been futile. By that time, [Torrence's] lawsuit initiated as a class action in [the c]ircuit [c]ourt was pending . . . , representing ongoing litigation between these same parties over the same issue. [Torrence] filed his grievance within fifteen days of the date the [s]upreme [c]ourt issued its decision in his case

The ALC continued, "While the [c]ourt agrees that verification of wage rates by the ESC is the method for determining the prevailing wage that the federal [g]uideline and state statutes contemplate, the [c]ourt does not agree that the \$5.25 regular hourly rate conforms to the ESC data in the record." The ALC stated,

[Torrence] has asked this [c]ourt to determine the prevailing wage based on the record in this case. In so doing, the [c]ourt reaches an issue not yet addressed by South Carolina courts. While it has been decided that the Department may not pay less than the prevailing wage during training, no inmate has successfully raised the issue of how the prevailing wage is calculated.

In calculating the prevailing wage, the ALC interpreted section 24-3-430 of the South Carolina Code (2007). The court stated,

The Meriam-Webster Dictionary defines "prevail" as "to be frequent: predominate." . . . Predominate is defined as "to hold advantage in numbers or quantity." . . . The affidavit in the record of Rebecca Eleazor of the ESC supports the conclusion that the "average" wage in South Carolina for a given occupational category would be the ordinary interpretation of the statutory phrase prevailing wage. The [c]ourt therefore concludes that the "prevailing wage" *equals the mean average wage* for an occupation.

The [PIP] Guideline requires that the prevailing wage must be obtained from the state agency that determines wage rates. . . . Further, the Guideline states that the prevailing wage must be set exclusively in relation to the amount of pay received by similarly situated non-inmate workers and that no other cost variables may be taken into consideration. . . . In referring to the ESC data in the record, the [c]ourt

[A] construction of the statute that gives full effect to both [s]ubsections (B)(2) and (A)(5) requires reading [s]ubsection (B)(2) to allow a prisoner serving a life sentence without opportunity for parole the option of having the escrowed funds distributed to the persons or entities of his choice during his lifetime.

The ALC therefore concluded Torrence "must be allowed the opportunity to designate persons or entities to receive an immediate distribution of funds held in escrow pursuant to [s]ection 24-3-40(A)(5)."

Based on the foregoing, the ALC reversed and remanded the Department's final decision. This appeal followed.

STANDARD OF REVIEW

"In an appeal from an ALC decision, the Administrative Procedures Act provides the appropriate standard of review." *Kiawah Dev. Partners, II v. S.C. Dep't of Health & Env't Control*, 411 S.C. 16, 28, 766 S.E.2d 707, 715 (2014). "Section 1-23-610 of the South Carolina Code ([Supp. 2020]) sets forth the standard of review when the court of appeals is sitting in review of a decision by the ALC on an appeal from an administrative agency." *S.C. Dep't of Corr. v. Mitchell*, 377 S.C. 256, 258, 659 S.E.2d 233, 234 (Ct. App. 2008). "The review of the [ALC's] order must be confined to the record." S.C. Code Ann. § 1-23-610(B) (Supp. 2020). "Th[is] court may not substitute its judgment for the judgment of the [ALC] as to the weight of the evidence on questions of fact." *Id.* "In determining whether the ALC's decision was supported by substantial evidence, th[is c]ourt need only find, . . . evidence from which reasonable minds could reach the same conclusion as the ALC." *Kiawah*, 411 S.C. at 28, 766 S.E.2d at 715. However, when the issue on review raises a question of law, this court "may reverse the decision of the ALC where it is in violation of a statutory provision or it is affected by an error of law." *Id.* "Statutory interpretation is a question of law." *Chapman v. S.C. Dep't of Soc. Servs.*, 420 S.C. 184, 188, 801 S.E.2d 401, 403 (Ct. App. 2017) (quoting *S.C. Coastal Conservation League v. S.C. Dep't of Health & Env't Control*, 390 S.C. 418, 425, 702 S.E.2d 246, 250 (2010)). "Unless there is a

[T]he terms "policies" and "procedures" constitute approved guidelines for handling the [Department's] day-to-day operations as well as statements expressing the basic expectations of conduct for agency staff and inmates. More formally stated, the terms "policies" and "procedures" constitute agency directives deemed by the responsible agency officials as "necessary to preserve internal order and discipline, and to maintain institutional security in prison."

Id. at 419, 782 S.E.2d at 761 (first alteration by court). Because the Department operates PIP as a part of its day-to-day operations, this court found that an inmate grievance challenging a specific pay rate and invoking the Prevailing Wage Statute⁷ constitutes a grievance challenging a policy or procedure under Paragraph 13.9, rather than a grievance involving a specific incident under Paragraph 13.1. *Id.* at 418-20, 782 S.E.2d at 760-61. Additionally, this court found grievances invoking the Prevailing Wage Statute involve "a topic governed by statute and, thus, an expression of the legislature's policy on inmate pay." *Id.* at 420, 782 S.E.2d at 761. The court explained,

As [the Department] is mandated to carry out these legislative policies, [the Department], in turn, expresses its own, more specific policies regarding pay rates and other working conditions for inmates in its contracts with [PIP] sponsors. . . .

Moreover, the provisions of these contracts are *enduring and have the same effect on numerous inmates*. Therefore, they cannot realistically be characterized as "incidents," which are temporally limited and rarely affect more than a few inmates.

⁷ S.C. Code Ann. § 24-3-430(D) (2007).

The Department argues the ALC erred by calculating the prevailing wage for Torrence's labor performed through PIP because it "misapprehended the applicable state law, federal law, and federal regulations." Specifically, the Department asserts section 24-3-410(B)(7)⁸ is the controlling authority over inmate wages received through PIP, rather than section 24-3-430(D). Arguing the ALC erroneously ignored the analysis of the circuit court in *Adkins*, the Department urges this court to adopt the circuit court's holding, which found pursuant to section 24-3-410(B)(7), inmates were only entitled to a comparable wage in the industry and not the prevailing wage. The Department therefore asserts the wage Torrence received complied with South Carolina law because it was ten cents over the federal minimum wage for similar labor. The Department further argues the ALC erred in its calculation of the prevailing wage because the record did not contain sufficient evidence to support the calculation. We disagree.

Preliminarily, we find the Department's assertion that section 24-3-410(B)(7) preemptively governs inmate wages earned through PIP is a misinterpretation of the law. Section 24-3-410 provides:

(A) It is unlawful to sell or offer for sale on the open market . . . articles or products manufactured or produced wholly or in part by inmates

(B) The provisions of this section do not apply to: . . .

(7) products . . . produced by inmates of the Department . . . employed in [PIP] if the inmate workers participate voluntarily, *receive comparable wages*, and the work does not displace employed workers.

⁸ S.C. Code Ann. § 24-3-410(B)(7) (2007) (stating the prohibition on selling prison made products on the open market does not apply to "products . . . produced by inmates of the Department . . . employed in [PIP] if the inmate workers . . . *receive comparable wages*, and the work does not displace employed workers" (emphasis added)).

see also *Cartrette*, 387 S.C. at 646, 694 S.E.2d at 22 (holding "[f]ailure of the Department's contracts with PIP sponsors to provide inmate workers with time-and-a-half pay for overtime hours when their non-inmate counterparts receive it would create an impermissible and unfair advantage for inmate labor over private labor"). Therefore, we find the legislature created section 24-3-430(D) as a safeguard to prevent inmates from becoming a cheaper alternative to their counterparts in the private realm. Accordingly, we find the pivotal inquiry in the instant case becomes how the prevailing wage for a particular industry is calculated.

"The issue of interpretation of a statute is a question of law for the court." *Bruning*, 418 S.C. at 544, 795 S.E.2d at 294 (quoting *State v. Sweat*, 379 S.C. 367, 373, 665 S.E.2d 645, 648 (Ct. App. 2008)). "The cardinal rule of statutory interpretation is to ascertain and effectuate the legislature's intent." *Blue Ribbon Taxi*, 380 S.C. at 607, 670 S.E.2d at 677. "Legislative intent must prevail if it can be reasonably discovered in the language employed and that language must be construed in the light of the intended purpose of the statute." *Id.* at 607, 670 S.E.2d at 678 (emphasis added). "The plain language of the statute is the principal guidepost in discerning the General Assembly's intent." *Id.* "Words in the statute should be given their plain and ordinary meaning without [resorting] to forced or subtle construction." *Id.* at 608, 670 S.E.2d at 678.

Because Article 3 fails to define the term "prevailing wage," we must apply its customary meaning. See *Strother v. Lexington Cnty. Recreation Comm'n*, 332 S.C. 54, 62, 504 S.E.2d 117, 122 (1998) ("When faced with an undefined statutory term, the court must interpret the term in accord with its usual and customary meaning."); *Lee v. Thermal Eng'g Corp.*, 352 S.C. 81, 91-92, 572 S.E.2d 298, 303 (Ct. App. 2002) ("Where a word is not defined in a statute, our appellate courts have looked to the usual dictionary meaning to supply its meaning."). According to the *Merriam-Webster Dictionary*, "prevailing" means to be frequent or predominant. It further defines "predominant" as being most frequent or common. Therefore, based on a plain reading of section 24-3-430(D) and its legislative intent, we agree with the ALC's interpretation that to determine the prevailing wage for an industry, the Department must determine the mean average wage for the occupation at issue using records and data from DEW. See *Average, Black's*

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Section 24-3-40 provides:

(A) Unless otherwise provided by law, the employer of a prisoner authorized to work . . . [under PIP] . . . shall pay the prisoner's wages directly to the Department The Director of the Department . . . shall deduct the following amounts from the gross wages of the prisoner: . . .

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

....

(B) The Department . . . shall return a prisoner's wages held in escrow pursuant to subsection (A) as follows: . . .

(2) A prisoner serving life in prison . . . *shall be given the option* of having his escrowed wages included in his estate *or* distributed to the persons or entities of his choice.

S.C. Code Ann. § 24-3-40(A)(5), (B)(2) (Supp. 2020) (emphases added).

We construe subsections (A)(5) and (B)(2) to allow for *either* immediate distribution of an inmate's escrowed wages to persons or entities of his choosing *or* inclusion of these assets in the distribution of his estate. *See Anderson v. S.C. Election Comm'n*, 397 S.C. 551, 556, 725 S.E.2d 704, 707 (2012) ("In construing statutory language, the statute must be read as a whole, and sections which are a part of the same general statutory law must be construed together and each one given effect."). Subsection (B)(2) states an inmate serving a life sentence *shall be given the option* to include his withheld wages in his estate *or* to distribute them to persons or entities of his choosing. Further, subsection (A)(5) provides these wages will be held in an escrow account *for the benefit of the prisoner*. Because an inmate serving a life sentence will never receive the benefit of his wages outside of prison unlike those who will be released during their lifetime, we find the