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SC COURT OF APPEALS

South Carolina Court of Appeals

Appeal on Judgement in Administrative
Law Court

Ralph King Anderson III,
Chief A.L.C. Judge

Robert Osbey #299910 Appellant,
Case # 2025-000230

v.

South Carolina Department Of Corrections,
Respondent

Initial Brief of Appellant

SCDC

MAR 10 2025

MAIL ROOM

Robert Osbey #299910,

Pro se.

HIWC

P.O. Box 580

Una, S.C. 29378

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S.C. Code Ann. 24-3-40 (A) (3) (5)

p. 3, 4, 5, 6

S.C. Code Ann. 24-1-295 p. 6

Torrence v. S.C. D.C. 433 S.C. 633

Cet. App. 2021 p. 4

Exhibit's 1 p. 8

Exhibit 2 p. 9

Exhibit 3 p. 10

Exhibit 4 p. 11

Issues On Appeal

- (1) Respondents denial of Appellants child support and long-term saving under 24-3-40 (3)(5) of prevailing wages statute
- (2) Respondent did not honor the full contract agreement

Statement Of Case

I Appellant an inmate in South Carolina Department Of Correction on June 14, 2024 entered a settlement agreement with Associate Warden Smith on behalf of the Respondent the contract stated that the statutory deductions for victim witness, room and board, and long-term saving where deduction that where taking from the total amount of funds and would not come out of what was put on my E.H. Cooper Account so I signed. After a couple day I heard from someone else that settled that they haven't recieved there statutory deductions. On June 18, 2024 Appellant contacted Respondent on Arctsm [24-03546219] regarding about court ordered and voluntary child support and was told that non of the money taken out went toward support. On July 31, 2024 I contacted Respondent about long-term saving that wasn't paid and

was told again that none of the monies were taking out for that also [24-03598091]. Respondent denied Appellant child support and long-term saving so Appellant filed step 1 Grievance August 19, 2024, was denied September 3, 2024 Appellant filed step 2 Grievance denied September 4, 2024 when filed step 2 September 16, 2024 denied appeal followed. Appellant now move to Request This Honorable Court to examine contract and statutory provisions and Remand back to Respondent.

Issues On Appeal

- (1) Did Respondent violate the terms of the contract agreement by not honoring the statutory deductions that were taking from monies under 24-3-40 (A) (3) (5)

Relevant Facts

Appellant presents the he and Respondent entered a settlement agreement in regards to Respondent violating prevailing wages *Tomence v South Carolina Department of Correction*. On June 14, 2024 Appellant entered contract agreement with Associate Warden Smith while reading

(41)

contract "Exhibit 1" stated the statutory deduction for victim witness, room and board, and long-term saving Appellant has court ordered and voluntary child support so room and board automatically goes towards that and 10% long-term goes to imate escrow account. After contacting Respondent and finding out that none of the statutory deductions would be honored Appellant started Grievance process that lead to Court Of Appeals. Appellant want to point out to the Honorable Court Of Appeals that in "Exhibits (1,2,3,4)" doesnt state that child support or long-term saving would no be honored, but "Exhibit (1)(4)" (1) clearly state the deductions and (4) shows how the monies would be distributed. Step 1, Step 2, where denied Appeal with AHC was denied, AHC stated the Court didn't have jurisdiction over Appellants claim.

Discussion

It is hard to imagine the unconscionability acts betrayed in response to 24-3-40 Respondent neglecting its duty by law to honor the prevailing wages policy nor the statute that arise under it. The settlement

contracts are extremely unfair with reasonable exceptions doctrine, the principle that an ambiguous, complex, or inconspicuous term in a contract should be specified. Respondent continues to operate in bad faith with contracts that have hidden word just as they did for over twenty plus years with denied claim on prevailing wages for work performed in Prison Industries. "Exhibits" (1)(2)(3)(4) will show that there is nothing stating that child support or long-term saving would not be honored.

Issues On Appeal

- (1) Was Appellant paid under the statutory deductions of 24-3-40, (3), (5) as stated in contract settlement

The Respondent is attempting to deny Appellant all money earned under prevailing wages statute by taken statutory deductions put in place by law for the benefit of inmates and families by not honoring the contract agreement. 24-3-40 statute was put in place for Disposition of wages of prisoner allowed to work at paid employment §24-1-295 is statutory law

(6)

and deduction that are which to be taken out Respondent can not violate the law's that have been put in place for revenge against Appellant's behind having to pay Appellant a prevailing wage.

Conclusion

Appellant respectfully ask to Honorable Court to put a stop to the violations against inmates under the prevailing wages statute and the violations being committed in these contract agreement. Appellant ask that you remand back to Respondent.

Robert Osbey 299910

Pro se

LIWC

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Unq, S.C. 29378

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

FOR SETTLEMENT PURPOSES ONLY

TO: Robert Osbey
SCDC #: 299910
INSTITUTION: Livesay – N6-0045
FROM: Office of General Counsel
DATE: June 13, 2024
RE: Settlement Offer for PI Pay Issues

Dear Mr. Osbey:

The Office of General Counsel would like to extend an offer to you to settle all issues related to your inmate pay complaints. Enclosed is a Final Release and Settlement Agreement. Please review and, if you agree with it, sign the Final Release and Settlement Agreement on both pages and return the original. Once the Final Release and Settlement Agreement is fully executed, a copy will be sent to you for your records. SCDC will then request a check from the State Treasurer's Office. It will take approximately fifteen days for the check to be issued. Once we receive the check, we will send it to you for endorsement. Once endorsed, you will need to send the check back to be deposited into your account. Alternatively, you could have the check sent elsewhere for deposit if you so choose. **The required statutory deductions for victim restitution, room and board, and long-term savings have already been subtracted from the total amount we are offering and will NOT be taken out of these funds if you choose to have the funds deposited into your E.H. Cooper Account.** The only deductions not taken are any applicable taxes, for which you will be responsible. The calculations are attached for your convenience. If you have any questions, concerns, or comments, please send a request to the Legal workflow on the tablet or kiosk. Thank you for your attention to this matter.

FINAL RELEASE AND SETTLEMENT AGREEMENT


Robert Osbey, # 299910, and the Respondent, the South Carolina Department of Corrections ("SCDC") hereby voluntarily enter into this Final Release and Settlement Agreement.

Robert Osbey, # 299910, (hereinafter "Inmate") for and in consideration of the promise and agreement hereby made on behalf of the SCDC to pay **\$7,518.81** 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 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 actions, 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. 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.

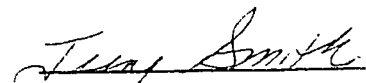
Inmate hereby declares that the terms of this Final Release and Settlement Agreement have been completely read, fully understood, and voluntarily accepted for the purpose of making a full and final compromise, settlement, and adjustment of any and all claims and or losses, against any and all firms, persons, or corporations liable or who might be claimed to be liable, and for the express purpose of precluding forever any further or additional claims by or on behalf of Inmate, or arising out of or in any way related to participation in the Prison Industries Program, including any Prison Industries Enhancement Program ("PIE" or "PIECP"), and is further understood and agreed that this release of all claims 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 and Settlement Agreement 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.


Robert Osbey, # 299910

Witness for Inmate


For SCDC

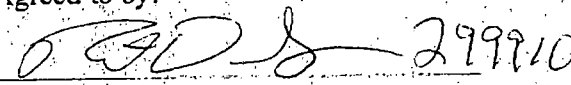
Witness for SCDC

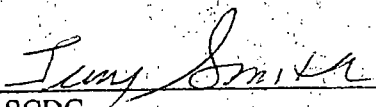
Inmate Name: ROBERT OSBEY
SCDC Number: 299910
Page 1 of 2

Inmate further acknowledges that the settlement funds of \$7,518.81 is or may be subject to state and federal taxes, and Inmate understands that Respondent, SCDC, is not withholding any funds for tax liabilities. Inmate understands that he will be responsible for any and all tax liabilities and obligations resulting from this settlement and further agrees to indemnify and hold SCDC harmless from any tax liabilities and obligations resulting from this settlement.

Inmate agrees that the terms of this Final Release and Settlement Agreement shall be binding on his heirs, next of kin, intestate beneficiaries, and any executor or administrator of his estate.

Agreed to by:


Robert Osbey
SCDC Number: 299910


for SCDC

6-14-24
Date

6-14-24
Date

Witness for Inmate

Witness for SCDC

Date

Date

Certificate of Service

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I Robert Osbey, Appellant hereby certify that on this day March 10, 2025 in Unq, South Caroling I served a copy of my Initial Brief Of Appeal in the United States mail addressed as follows:

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SCDC
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