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**Mar 18 2025**

**SC Court of Appeals**

STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM THE ADMINISTRATIVE LAW COURT

Administrative Law Judge Crystal M. Rookard

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

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BERNARD JACKSON, # 210745,

APPELLANT,

v.

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,

RESPONDENT.

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**FINAL BRIEF OF RESPONDENT**

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**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.

## 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.” (See R. p. 31-32). 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 R. p. 31-32). 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 R. p. 35). 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 R. p. 40). The ALC was correct to dismiss the case because the matter of


Appellant's inmate pay was rendered moot by the settlement and the Stipulation of Dismissal.<sup>1</sup> 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

March 18, 2025

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<sup>1</sup> 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 R. p. 32).

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BERNARD JACKSON, # 210745,

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,

RESPONDENT.

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CERTIFICATE OF COUNSEL

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The undersigned hereby certifies that the **Final Brief of Respondent** complies with Rule 211(b), SCACR, and also complies with the South Carolina Supreme Court's April 15, 2014, order entitled "Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings."



**Christina Catoe Bigelow**  
Deputy General Counsel  
Office of General Counsel  
S. C. Department of Corrections  
Post Office Box 21787  
Columbia, S. C. 29221  
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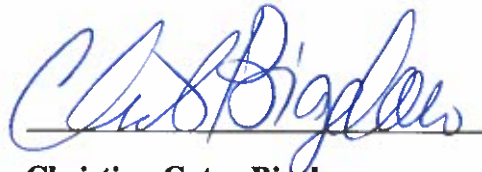
RESPONDENT.

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**CERTIFICATE OF SERVICE**

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Undersigned counsel hereby certifies that on this date, she mailed a copy of the **Final Brief of Respondent** to Appellant via U.S. Mail addressed as follows: **Bernard Jackson, # 210745, Tyger River Correctional Institution, 10A-0211, 200 Prison Road, Enoree, South Carolina 29335.**



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

March 18, 2025



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

HENRY McMASTER, Governor  
BRYAN P. STIRLING, Director

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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:

Enclosed please find the **Final Brief of Respondent** and **Certificate of Counsel** in the above captioned appeal, along with **Proof of Service**. The original and bound copy will be delivered to the Court by hand delivery in the near future.

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

Sincerely,

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

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