

State of South Carolina  
In the Court of Appeals

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Appeal From the Administrative  
Law Court

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Administrative Law Judge  
S. Phillip Henski

APR 28 2025  
SC Court of Appeals

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Appellate Case No.  
2024 - 000130

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Nicholas Bean  
302151,

Appellant

v.

South Carolina Department  
of Corrections,

Respondent

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Final Brief

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Nicholas Bean 302151  
B.R.C.I. Marion 146  
4460 Broad River Rd.  
Columbia, S.C. 29210

# Table of Authorities

- 1.) Order from Judge Nov 10, 2022
- 2.) Order from Judge May 26, 2023
- 3.) Appeal from Administrative Court
- 4.) Final order Jan 23, 2024

Dec 9, 2023

- 5.) Contract from S.C. D.C and company
- 6.) Complaint on May 6, 2023
- 7.) Summons on May 6, 2023
- 8.) Statute 24-3-430 (D)
- 9.) Statute 24-3-410
- 10.) Jennence v. S.C. D.C.

South Carolina Court of  
Appeals

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APR 28 2025

SC Court of Appeals

Nicholas Boan

Appellant

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South Carolina Department of Corrections Respondent

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Final Brief of Appellant

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April 22, 2025

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1.) Now comes the Appellant, Nicholas Boan, 302151, asking this Court to review the record on Appeal from the order from the Administrative Law Court.

2.) The Appellant ask this Court to review the laws and statutes

24-3-430 (D), no inmate participating in the program may earn less than prevailing wages for work of a similar nature in the private sector. This statute is what governing my case. S.C.D.C. claims I worked for a [PIE], but under there contract with that company U.S. Textile Section 3.3 (3) no goods produced under this agreement shall be placed in Commerce in violation of law and statute, yet everything we packaged was sold in Commerce all over the world. We packaged for different countries, and states. Also the judge applied a statute that should not overrule other statutes and law.

3.) Also I ask this Court to review Jorrence v. S.C.D.C., which this Court stated that the South Carolina Supreme Court has already stated that the program at issue operated under Section 24-3-430, and 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 parts by inmates...

(B) The provisions of this section do not apply to... products... produced by inmates of the department... employed in [PIE], or [PIA] if the inmate worker participates voluntarily, receive comparable wages, and the work does not displace employed workers. If this court reviewed the S.C.D.C. Policy in 2005, if an inmate refusing a job, he can be charged a disciplinary for refusing to work. Also if this court reviews the Contract with His Company nothing was suppose to be in Commerce, but we packaged for several countries to be sold in. So therefore the Contract was

broken by selling on the open market, and also I was assigned this job by the prison, where if I had refused I would be written up, so this was not voluntarily, and a violation of Section 24-3-410.

4) Therefore under the law and statutes I ask this court to review the Contract that also wasn't signed off on until after a year of me working under this company, so I should be paid in full because the contract didn't get signed until a year after I worked. I ask this court to award full wages, back pay, overtime, room and board, and full interest for all these years withheld.

cc: South Carolina  
Department of Corrections  
File  
South Carolina Court of  
Appeals

Respectfully,  
  
Robert Boan