

STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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APPEAL FROM THE ADMINISTRATIVE LAW COURT  
ADMINISTRATIVE LAW JUDGE, RALPH KING ANDERSON, III

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ALC Case No.23-ALJ-04-0534-AP  
Appellate Case No.2024-000669

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JAMES T.GENTRY, JR. #261188

APPELLANT,

V.

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,

RESPONDENT.

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REPLY BRIEF

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**RECEIVED**

JUN 20 2025

SC Court of Appeals

Respondent, in its reply to Appellant's response to its motion to dismiss as moot, avers that Appellant cannot argue the matter of the validity of his settlement agreement before this court, because the settlement agreement was not before the lower court in any fashion, since it was executed after this appeal was commenced. That because the issue was never ruled on by the lower court, then it could not be properly raised for the first time on appeal.

Appellant disagrees with that assessment and contend that the validity of the settlement is proper to be raised for the first time in this court because it involves an unauthorized unconstitutional subject matter jurisdictional act that occurred while the appeal was under this court's jurisdiction. see Wiggins v. State Farm Mutual Automobile Insurance Company, 684 F.Supp.3d 452 (U.S. Dist. Court, D.S.C., July 26, 2023) (The issue of whether a

court lacks subject matter jurisdiction may be raised at any time by a party or the court).

Appellant is contending that the act of entering into the settlement agreement which allowed for the Department to take a larger amount of **"subtractions"** from the **"settlement"** amount opposed to the lower amount of **"deductions"** from the **"gross"** amount authorized by the statute, effectively suspends and amend law in violation of Article 1§7&8 of the South Carolina Constitution and the 14th amendment of the U.S. Constitution.

The Prevailing wage statutory scheme mandates the deductions to be taken from an inmate's gross wages. see S.C. Code Ann. §24-3-40(1)-(6). In sections (3) and (5), the Director is instructed to "deduct" from inmate's "gross pay", thirty-five percent (35%) for child support to be disbursed to the child's guardian, and Ten percent (10%) to be placed into the inmate's long term account. Instead of complying with the statutes, the Department stated in the settlement agreement that, in pertinent part:

The above stated amount represents the total settlement which will be placed in inmate's E.H.Cooper inmate account. The deductions have already been subtracted (not deducted) from the total settlement amount. No additional funds will be deducted from the total settlement amount because it is being paid as a settlement. 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 SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS.

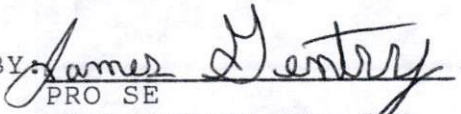
The Department states that it **"subtracted"** **"not deducted"** the statutorily required deductions from the **"settlement amount"** not the **"gross amount"** mandated by the statute. No where in the Prevailing wages statutory scheme does it give the Department or Appellant the authority to authorize, engage or agree to a

settlement contract that would allow the Department to pay a lesser amount or deduct a higher amount from inmate wages than the statutes mandate. Therefore, the settlement agreement is legally void and cannot be enforced in a court of justice. see McConnell v. Kitchens, 20 S.C. 430 (S.C. 1884) (a contract to do an act which is prohibited by statute, or which is contrary to public policy is void, and cannot be enforced in a court of justice).

Furthermore, because the Department is engaging in this same type settlement agreement throughout the department, it is actively circumventing clearly established law. That in effect, suspends and/or amends the law in violation of the separations of powers act. see South Carolina Constitution, Article 1§7 and 8; also see Hampton v. Haley, 403 S.C. 395, 743 S.E.2d 258 (S.C. 2013) (The "nondelegation doctrine", which is a component of the separations of powers doctrine, prohibits the delegation of one branch's authority to another branch.).

Clearly, the Department does not have subject matter jurisdiction to suspend or amend law. But because it has and continue to do so on a large scale throughout the department, this issue will overwhelmingly arise before this court again in the very near future. Therefore, in the best interest of justice, judicial economy and an abundance of caution, this matter should be allowed to go forward in this appeal.

This 16 day of June, 2025,

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