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MAR 23 2026

SC Court of Appeals

STATE OF SOUTH CAROLINA
IN THE ADMINISTRATIVE LAW COURT

Ronnie Swofford	#218281)	Docket No.: 25-ALJ-04-0744-AP
	Appellant,)	Grievance No.: BRCI-0381-25
)	
	v.)	Hon. Crystal M. Rookard
)	
South Carolina Department of)	Motion to Oppose the Respondent's
Corrections)	Motion to Dismiss
	Respondent)	
)	

This matter is before the Administrative Law Court ("ALC") pursuant to the appeal of Ronnie Swofford ("Appellant"), an inmate incarcerated with the South Carolina Department of Corrections ("SCDC"). The above captioned matter concerns a Prison Industries Enhancement Program ("PIECP") pay claim. The Respondent alleges the current grievance no.: BRCI-0381-25 was settled on January 27, 2025 when the appellant and respondent settled the grievance no.: TYRCI-0131-24, this is factually incorrect and therefore the respondent's Motion to Dismiss should be denied and the appellant's appeal in the above caption should move forward and be heard based on facts for the following reasons,

In April of 2024 the Appellant spoke with the Tyger River Correctional Institution's inmate grievance coordinator ("IGC") Mrs. Crumly specifically about the "PIECP" pay claim. The appellant had ^A matter that conflicted with SCDC's Policies & Procedures, because the appellant had worked for two (2) different P.I. programs, on two (2) different sentences, two (2) different Institutions, for two (2) different companies, with two (2) different pay rates. The appellant is well aware of the "Inmate Grievance System" GA-01.12, Section 7 "Grievable Issues" which state:

Section 7, Only one (1) issue, or one disciplinary conviction may be addressed on each grievance form, the following issues will be considered grievable.

Section 7.1 Department policies, directives, or conditions which directly affect the inmate.

The Appellant wanted clarification about having both "PIECP" pay claims on one grievance form. Mrs. Crumly (Tyger River "IGC") stated that "I" the appellant had to file two (2) different grievances because the grievances had to be filed at the Institution that the inmate worked and that SCDC policy prohibits more than one (1) grievable issue is to be filed on one (1) grievance form and therefore Mrs. Crumly (TYRCI "IGC") could not accept a grievance from the appellant because of the multiple issues. Additionally, because the appellant brought this matter to Mrs. Crumly's (IGC) attention, filing a grievance in this manner, would not nor could not be submitted with both PIECP pay claims together. Mrs. Crumly (IGC) even gave an additional example for clarification that if an inmate had 3 charges (Disciplinary action) that was received all at the same time and was found guilty, and that inmate wanted to file a grievance on the three (3) different charges then the inmate had to file three (3) different grievances on three different grievance forms, which again is per SCDC policy and procedures.

The appellant further asked Mrs. Crumly as to why other inmates were able to file multiple issues on this matter, and Mrs. Crumly's explanation was that "ALL" Step 1 grievances were forwarded to the Step 2 level of the appeal process due to the nature of an inmates appeal. Therefore Mrs. Crumly simply forwarded any grievance received on the PIECP pay claims to SCDC headquarters for further review. However, because the appellant actually asked about this process, Mrs. Crumly could not simply forward the appellant's grievance because it could have violated SCDC policy since it was brought to Mrs. Crumly's attention.

Since the appellant was currently working at the Tyger River Correctional Institution P.I. program for Shaw Floors, the appellant filed a grievance in regards to Tyger River C.I. only. Grievance No.: TYRCI-0131-24 which was for 2500 hours and there was no mention of the Broad River Corr. Inst. PIECP hours or anything in regards to BRCI.

In late August or early September 2024 the appellant met with Mr. Todd Darwin of the Holcombe & Bomar, P.A., Law Office, 100 Dunbar St., Suite 200, Spartanburg, S.C. 29306, who was hired by SCDC to help settle PIECP pay claims. Mr. Darwin offered a settlement amount in which the appellant declined. The appellant even asked then if the Broad River C.I. PIECP pay claim could be added to the settlement, but Mr. Darwin stated "No" that he only had Settlement Authority to settle the TYRCI-0131-24 claim.

The appellant never received permission or received any "Settlement Authority to add the Broad River C.I. PIECP pay claim to the current settlement dispute which at this time was the Grievance No. TYRCI-0131-24. The appellant was owed roughly \$21,000.00 for the 2500 hours at the Tyger River Corr. Inst. PIECP pay claim and settled for \$18,000.00, with understanding that the ambiguous language used in the contract was to mean trying to go back and ask for "Child Support, Long Term Savings, Overtime, etc." SCDC answered and eventually closed the Grievance No. TYRCI-0131-24 and that's it, SCDC paid the appellant almost exactly what was owed by working at the Tyger River PIECP.

The appellant followed the SCDC policy on filing grievances as well as following the directive from an SCDC employee Mrs. Crumly (IGC) which instructed the appellant that a grievance with more than one issue on a grievance form would not be accepted. This is a unique situation because had the appellant filed both PIECP pay claims on one grievance form and the grievance went to the Step 2 level then the SCDC could deny the grievance for failing to follow GA-01.12 section 7. The specific language at issue here is extremely ambiguous, recently SCDC has added language that states "All claims from any and all Institutions". Obviously this is a learn as you go experience for all parties, but the appellant should not be punished for following the SCDC policy and procedures that are mandated that inmates are to follow.

In *Torrence v S.C. Department of Corrections* 373 S.C. 586 593-95, 646 SE2d 866, 869-870 (2007) "inmates right to pursue their claims through the Departments internal grievance procedure".

Additionally, SCDC grievance policy mandates how the inmate is to follow and arrive at receiving the statutory mandated prevailing wage by following established policy and procedure. The Administrative agencies interpreting with respect to the statutes entrusted to its Administration or its own regulations.

our S.C. Supreme Court held in *Torrence v S.C. Department of Corrections* 433 S.C. 224, 857 SE2d 549 that the inmates grievance involved department policies and procedures.

The Office of General Counsel is the Authority that governs the "Inmate Grievance System" GA-01.12 knows what the policy entails yet now wants to punish the inmate for following the rules that are in place.

The Respondent's Motion to Dismiss will show a copy of the grievance no.: BRCI-0381-25 will show the Step 1 Grievance was received and forwarded to BRCI on 4-14-2025 (Please see Action Taken by IGC) at the bottom of the Step 1 Grievance. That shows the IGC at Tyger River could not receive a grievance from the appellant with multiple issues because the Mrs. Crumly (IGC) could not process a grievance to another Institution. Please know the SCDC Grievance Policy does not mandate that an inmate file both Grievances involving PIECP pay claims at the same time, the Policy only mandates that multiple issues are to be filed individually on separate grievance forms. The appellant knew the hours that were owed in the TYRCI-0131-24 grievance because the appellant was currently working at the P.I. at TYRCI which is why the appellant went forward with filing the PIECP pay claim at Tyger River C.I. while gathering more information to file a grievance on the PIECP pay claim at Broad River C.I. Once the Appellant received the settlement from SCDC in regards to the TYRCI grievance and the money was received, the appellant then proceeded with BRCI grievance PIECP pay claim.

The Appellant did exactly what SCDC's Inmate Grievance System GA-01.12 instructs as well as the directive explanation given by the Tyger River Corr. Inst Inmate Grievance Coordinator Mrs. Crumly.

The Appellant has included Exhibit A.1 and A.2 of a contract of other inmates that settled his PIECP pay claim and the language used by SCDC mandated the settlement agreement was "FOR ALL WORK AT ALL INSTITUTIONS FOR ALL TIME PERIODS". This language was not included in the contract that the Appellant agreed and signed for Grievance No.: TYRCI-0131-24, because if in fact this language of "FOR ALL WORK AT ALL INSTITUTIONS FOR ALL TIME PERIODS" was included the appellant would not have agreed to that amount.

If a statute or regulation administered by an Agency is silent or ambiguous with respect to specific issue, Court must give deference to Agency's interpretation of statute or regulation, assuming interpretation is worthy of deference (Plain, literal, or Clear meaning).

Section §24-3-430 (H) The earnings of an inmate authorized to work at paid employment pursuant to this section must be paid directly to the Department of Corrections and applied as provided under 24-3-40.

Once section §24-3-430 (H) gives SCDC the Authority to distribute any amount of the inmates payment for work done, any and all pay claim matters go through the SCDC internal grievance policies and procedures. The appellant followed ALL policies and procedures that's mandated. SCDC failed to be clear in their language which seemingly allowed SCDC to assume all claims were in fact paid. The Appellant and SCDC settled the PIECP pay claim for grievance No.: TYRCI 0131-24 work done at the Tyger River Corr. Inst. P.I. for Shaw Floors for \$18,000.00 (2500 hours) that's it, The appellant understood that "NO" funds for child support (which was voluntarily deducted each pay period), long term savings, or any taxes were to be paid. Any and all claims for the money that was waved (Child support, Long Term savings, Taxes, etc.) could no longer be attainable due to the language of the contract signed by the appellant.

SCDC did not add any hours in their calculations for BRCI because the amount would have been significantly greater. SCDC is using ambiguous language to prevent the appellant from being paid the PIECP pay claim owed by SCDC. The appellant can only file grievances according the SCDC's "policies and Procedures" set forth. The appellant followed all instructions

CONCLUSION

The appellant asserts that the captioned Docket No.: & Grievance No.: are not apart of the settlement agreement between appellant and respondent that was settled on January 27, 2025 pertaining to a different grievance (TYRCI-0131-24). The Appellant asserts that the statute of law that gives way to the SCDC policies and procedures, in which the appellant followed and that the language used by SCDC does not support their argument because if in fact SCDC did include both PIECP pay claims then SCDC would have addressed the PIECP pay claims were "FOR ALL WORK AT ALL INSTITUTIONS FOR ALL TIME PERIODS" as SCDC stated in many other inmates contracts. The appellant opposes the respondent's motion to dismiss, and asks this Honorable Court to deny the respondent's motion and move forward with the appellant's appeal. The respondent filed their Record of Appeal with their Motion to Dismiss, and the appellant's brief to the appeal is due on February 11, 2026.

The appellant received the Respondent's Motion to Dismiss on January 20, 2026, from the Kershaw Correctional Institution mailroom and now the appellant makes a timely return.



Ronnie Swofford #218281

Kershaw Corr. Inst.

SB - 0012 - T

4848 Goldmine Hwy

Kershaw, S.C.

29067

1-27-26

Date

INMATE COPY

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
OFFICE OF GENERAL COUNSEL | INMATE GRIEVANCE BRANCH
INMATE GRIEVANCE APPEAL

INMATE: Swofford, Ronnie | SCDC No. 218281

FROM: Office of General Counsel | Inmate Grievance Branch

SUBJECT: Prevailing Wage Appeal | Grievance No. BRCI-0381-25

DATE: 5/2/25

The Office of General Counsel - Inmate Grievance Branch is in receipt of your prevailing wage appeal. Pursuant to SCDC Policy GA-01.12 Inmate Grievance System, the South Carolina Department of Corrections advocates timely and efficient resolution of complaints and grievances brought to the attention of administrators by inmates. To this end, the Department will develop, administer, and implement an inmate grievance system accessible to all inmates.

The appeal of your grievance requires further investigation and evaluation. However, due to the volume of incoming prevailing wage grievances and the extenuating nature of your appeal, additional time is needed to process your grievance. Consequently, it will be held in abeyance while the authorized personnel complete their investigation and evaluation of your grievance. Upon the conclusion of this investigation and evaluation, your grievance will be processed in accordance with applicable policies and procedures.

Cc: SCDC Inmate Grievance Branch

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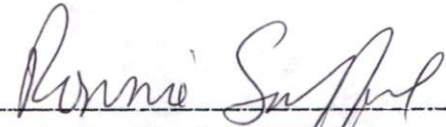
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)	
v.)	Hon. Crystal M. Rookard
)	
South Carolina Department)	CERTIFICATE OF SERVICE
of Corrections,)	
Respondent,)	

I, the Appellant certify that I have served one (1) Original and one (1) copy of the Appellant's Motion to Oppose the Respondents Motion to Dismiss on the above captioned Docket No.: 25-ALJ-04-0744-AP, to the below listed addresses. The Appellant paid for the postage and placed afore said Motion to Oppose the Respondent's Motion to Dismiss in U.S. mail on 1-27-26 2026.



Ronnie Swofford #218281

Kershaw Corr. Inst. - SB - 0012 - T
4848 Goldmine Hwy
Kershaw, S.C.

29067

1 Original to:

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

1-27-26
Date

1 Copy to:

Office of General Counsel
SCDC - Headquarters
PO Box 21787
4444 Broad River Road
Columbia, S.C. 29221-1787